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|---|--|---|---|----------------|--|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  | | RATING N/A | PAGE OF PAGES 1 |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER PR-HQ-04-11340 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER PR-HQ-04-11340 |
| 7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) CODE | | | 8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) | | |
| Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC, DC 20004 | | | Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

| | | | | | |
|---|--|--------------------------|--|--|--|
| 9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>01:00 PM</u> local time <u>7/27/04</u> (Hour) (Date) | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME KEITH D. UPAH | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 564-0870 | |
| | | | | C. E-MAIL ADDRESS upah.keith@epa.gov | |


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OFFER (Must be fully completed by offeror)

| | | | | | | | |
|---|--|---|----------|---|--|------------------|--|
| NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period. | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) | | 10 CALENDAR DAYS | | 20 CALENDAR DAYS | | 30 CALENDAR DAYS | |
| | | % | | % | | % | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:) | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | |
| | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
| | | | | | | | |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE | | 17. SIGNATURE | | 18. OFFER DATE | |
| | | | | | | | |

AWARD (To be completed by Government)

| | | | | | |
|---|--|------------|--|--|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  ITEM | |
| 24. ADMINISTERED BY (If other than item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE: | |
| | | | | Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711 | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA | |
| | | | | (Signature of Contracting Officer) | |
| | | | | 28. AWARD DATE | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 REQUIRED SUPPLIES/SERVICES**

The purpose of this contract is to provide a framework for laboratories to apply USEPA contract Laboratory Program (CLP) analytical methods for the multi level detection and quantitative measurement of trace volatile, volatile, semi-volatile, pesticide, and aroclor compounds in multimedia samples. The Contractor shall maintain the technical capability to perform the required analytical services and maintain an acceptable level of personnel, equipment, and systems, as delineated in the Statement of Work SOM01.X, and the amendments made to the Statement of Work under SOM01.X (Exhibits A-H) throughout the period of contract performance. The entire SOW and amendments are located at <http://www.epa.gov/superfund/programs/clp/som1.htm>. The Contractor shall utilize approved analytical methods, follow strict quality control procedures, and submit analytical data in a standardized format, as defined in the Statement of Work. These services use Gas Chromatography/Mass Spectrometry (GC/MS) and Gas Chromatography/Electron Capture Detector (GC/ECD) methods to analyze the target compounds.

Samples analyzed under this contract will be collected primarily from hazardous waste sites nationwide, for the purpose of enforcement and remedial action. In enforcement cases, which are both civil and criminal in nature, the Government bears the burden of proof. Analytical data provided under this contract may be utilized to support such litigation; therefore, it is imperative that the Contractor adhere strictly to all methods and procedures specified herein, so that resultant analytical data may be used for its intended purpose.

Note: The Contractor may be required to appear and testify to the accuracy and/or validity of the data generated. The Government may provide assistance to laboratory personnel in recalling and defending their actions under cross examination, if required to present court testimony in enforcement case litigation. If these services are required by the Government, the services will be procured under a separate contract vehicle.

B.2 SERVICES AND PRICE SCHEDULE

The contractor shall provide the following services:

ALL PRICES SHALL BE LISTED IN WHOLE DOLLAR AMOUNTS.

OFFERORS SHALL PROPOSE PRICES FOR ALL CLINs/SUBCLINs LISTED.

BASE PERIOD - DATE OF CONTRACT AWARD THROUGH 12 MONTHS (i.e. Months 1 - 12)

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|--|-------------------|
| 0001 Maximum Quantity of Organic Samples Required per Calender Month= 500 (Base Period) | |
| 0001A Multimedia Organic Analysis IAW the SOW 21 Day Delivery | _____ |
| 0001B Multimedia Organic Analysis IAW the SOW 14 day delivery | _____ |
| 0001C Multimedia Organic Analysis IAW the SOW 7 day delivery | _____ |

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-------------------|
| 0002 <u>48 Hour Delivery Preliminary Analysis</u> | _____ |

In addition to the analysis required by CLIN 0001, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0001A, 0001B, or 0001C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround. The Contractor's 21 day unit price for a full sample analysis is \$400, and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-------------------|
| 0003 <u>72 Hour Delivery Preliminary Analysis</u> | _____ |

In addition to the analysis required by CLIN 0001, the Government may require quick turn-around Preliminary Analysis of *semivolatile, pesticide, and aroclor* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0001A, 0001B, or 0001C. When ordered by the

Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) and a 72 hour Preliminary Results analysis for pesticide. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 72 hours delivery of pesticide analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

CLIN**UNIT
PRICE****0004 Selected Ion Monitoring (SIM) Analysis**

0004A Multimedia Organic Trace Volatiles _____

0004B Multimedia Organic Semivolatile _____

In addition to the analysis required by CLIN 0001, the Government may require the contractor to perform SIM analysis of trace volatiles and semivolatile organic samples as described in the Exhibit D of the SOW. The Government will only require SIM Analysis if also requiring a standard delivery of CLINs 0001A, 0001B, or 0001C. When ordered by the Government, the unit price of the SIM Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and a SIM analysis for semivolatile. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for SIM analysis for semivolatile analysis is \$100. The Agency would pay the Contractor \$500 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

CLIN**UNIT
PRICE****0005 Hardcopy in PDF Format**

In addition to the analysis required by CLIN 0001, the Government may require Delivery of hardcopy data in the PDF format in addition to the required hardcopy deliverable as described in Exhibit B of the SOW. The Government

will only require delivery in the PDF Format if also requiring a standard delivery of CLINs 0001A, 0001B, or 0001C. When ordered by the Government, the unit price of the delivery of the hardcopy in PDF Format will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and request to receive the hardcopy in PDF format in addition to the hardcopy deliverable. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for providing a copy of the hardcopy deliverable in the PDF format is \$10. The Agency would pay the Contractor \$410 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

OPTION PERIOD I - 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF BASE PERIOD (i.e. months 13 - 24)

In accordance with the Clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT," the contractor shall provide the following services at the stated prices for the ordering period specified:

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|--|-----------------------|
| 0006 Maximum Quantity of Organic Samples Required per Calender Month= 500 (Option Period I) | |
| 0006A Multimedia Organic Analysis IAW the SOW 21 Day Delivery | _____ |
| 0006B Multimedia Organic Analysis IAW the SOW 14 day delivery | _____ |
| 0006C Multimedia Organic Analysis IAW the SOW 7 day delivery | _____ |
| <u>CLIN</u> | <u>UNIT PRICE</u> |
| 0007 <u>48 Hour Delivery Preliminary Analysis</u> | _____ |

In addition to the analysis required by CLIN 0004, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0006A, 0006B, or 0006C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the

standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround. The Contractor's 21 day unit price for a full sample analysis is \$400, and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|--|-----------------------|
| 0008 <u>72 Hour Delivery Preliminary Analysis</u> | _____ |

In addition to the analysis required by CLIN 0004, the Government may require quick turn-around Preliminary Analysis of *semivolatile, pesticide, and aroclor* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0006A, 0006B, or 0006C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) and a 72 hour Preliminary Results analysis for pesticide. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 72 hours delivery of pesticide analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0009 <u>Selected Ion Monitoring (SIM) Analysis</u> | |

| | |
|--|-------|
| 0009A Multimedia Organic Trace Volatiles | _____ |
|--|-------|

| | |
|---------------------------------------|-------|
| 0009B Multimedia Organic Semivolatile | _____ |
|---------------------------------------|-------|

In addition to the analysis required by CLIN 0006, the Government may require the contractor to perform SIM analysis of trace volatiles and semivolatile organic samples as described in the Exhibit D of the SOW. The Government will only require SIM Analysis if also requiring a standard delivery of CLINs 0006A, 0006B, or 0006C. When ordered by the Government, the unit price of the

SIM Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and a SIM analysis for semivolatile. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for SIM analysis for semivolatile analysis is \$100. The Agency would pay the Contractor \$500 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|--|-----------------------|
| 00010 <u>Hardcopy in PDF Format</u> | |

In addition to the analysis required by CLIN 0006, the Government may require Delivery of hardcopy data in the PDF format in addition to the required hardcopy deliverable as described in Exhibit B of the SOW. The Government will only require delivery in the PDF Format if also requiring a standard delivery of CLINs 0006A, 0006B, or 0006C. When ordered by the Government, the unit price of the delivery of the hardcopy in PDF Format will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and request to receive the hardcopy in PDF format in addition to the hardcopy deliverable. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for providing a copy of the hardcopy deliverable in the PDF format is \$10. The Agency would pay the Contractor \$410 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

**OPTION PERIOD II - 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF
OPTION PERIOD I (i.e. months 25 - 36)**

In accordance with the Clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT," the contractor shall provide the following services at the stated prices for the ordering period specified:

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0011 Maximum Quantity of Organic Samples Required per Calendar Month= 500 (Option Period II) | |

0011A Multimedia Organic Analysis IAW the SOW
21 Day Delivery

0011B Multimedia Organic Analysis IAW the SOW
14 day delivery

0011C Multimedia Organic Analysis IAW the SOW
7 day delivery

CLIN**UNIT
PRICE****0012 48 Hour Delivery Preliminary Analysis**

In addition to the analysis required by CLIN 0011, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 00011A, 00011B, or 00011C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround. The Contractor's 21 day unit price for a full sample analysis is \$400, and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis.

CLIN**UNIT
PRICE****00013 72 Hour Delivery Preliminary Analysis**

In addition to the analysis required by CLIN 0007, the Government may require quick turn-around Preliminary Analysis of *semivolatile, pesticide, and aroclor* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0011A, 0011B, or 0011C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) and a 72 hour Preliminary Results analysis for pesticide. The

Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 72 hours delivery of pesticide analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0014 <u>Selected Ion Monitoring (SIM) Analysis</u> | |
| 0014A Multimedia Organic Trace Volatiles | _____ |
| 0014B Multimedia Organic Semivolatile | _____ |

In addition to the analysis required by CLIN 0011, the Government may require the contractor to perform SIM analysis of trace volatiles and semivolatile organic samples as described in the Exhibit D of the SOW. The Government will only require SIM Analysis if also requiring a standard delivery of CLINs 0011A, 0011B, or 0011C. When ordered by the Government, the unit price of the SIM Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and a SIM analysis for semivolatile. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for SIM analysis for semivolatile analysis is \$100. The Agency would pay the Contractor \$500 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0015 <u>Hardcopy in PDF Format</u> | |
| | _____ |

In addition to the analysis required by CLIN 0011, the Government may require Delivery of hardcopy data in the PDF format in addition to the required hardcopy deliverable as described in Exhibit B of the SOW. The Government will only require delivery in the PDF Format if also requiring a standard delivery of CLINs 0011A, 0011B, or 0011C. When ordered by the Government, the unit price of the delivery of the hardcopy in PDF Format will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a

full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and request to receive the hardcopy in PDF format in addition to the hardcopy deliverable. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for providing a copy of the hardcopy deliverable in the PDF format is \$10. The Agency would pay the Contractor \$410 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

OPTION PERIOD III - 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF OPTION PERIOD II (i.e. months 37 - 48)

In accordance with the Clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT," the contractor shall provide the following services at the stated prices for the ordering period specified:

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-------------------|
| 0016 Maximum Quantity of Organic Samples Required per Calendar Month= 500 (Option Period III) | |

| | |
|--|-------|
| 0016A Multimedia Organic Analysis IAW the SOW 21 Day Delivery | _____ |
|--|-------|

| | |
|--|-------|
| 0016B Multimedia Organic Analysis IAW the SOW 14 day delivery | _____ |
|--|-------|

| | |
|---|-------|
| 0016C Multimedia Organic Analysis IAW the SOW 7 day delivery | _____ |
|---|-------|

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|-------------|-------------------|
|-------------|-------------------|

| | |
|--|-------|
| 0017 <u>48 Hour Delivery Preliminary Analysis</u> | _____ |
|--|-------|

In addition to the analysis required by CLIN 0016, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0016A, 0016B, or 0016C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround. The Contractor's 21 day unit price for a

full sample analysis is \$400, and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|--|-----------------------|
| 0018 <u>72 Hour Delivery Preliminary Analysis</u> | |

In addition to the analysis required by CLIN 0016, the Government may require quick turn-around Preliminary Analysis of *semivolatile, pesticide, and aroclor* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0016A, 0016B, or 0016C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) and a 72 hour Preliminary Results analysis for pesticide. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 72 hours delivery of pesticide analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0019 <u>Selected Ion Monitoring (SIM) Analysis</u> | |

| | |
|--|-------|
| 0019A Multimedia Organic Trace Volatiles | _____ |
|--|-------|

| | |
|---------------------------------------|-------|
| 0019B Multimedia Organic Semivolatile | _____ |
|---------------------------------------|-------|

In addition to the analysis required by CLIN 0016, the Government may require the contractor to perform SIM analysis of trace volatiles and semivolatile organic samples as described in the Exhibit D of the SOW. The Government will only require SIM Analysis if also requiring a standard delivery of CLINs 0016A, 0016B, or 0016C. When ordered by the Government, the unit price of the SIM Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and a SIM analysis for semivolatile. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit

price for SIM analysis for semivolatile analysis is \$100. The Agency would pay the Contractor \$500 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0020 <u>Hardcopy in PDF Format</u> | _____ |

In addition to the analysis required by CLIN 0016, the Government may require Delivery of hardcopy data in the PDF format in addition to the required hardcopy deliverable as described in Exhibit B of the SOW. The Government will only require delivery in the PDF Format if also requiring a standard delivery of CLINs 0016A, 0016B, or 0016C. When ordered by the Government, the unit price of the delivery of the hardcopy in PDF Format will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and request to receive the hardcopy in PDF format in addition to the hardcopy deliverable. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for providing a copy of the hardcopy deliverable in the PDF format is \$10. The Agency would pay the Contractor \$410 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

**OPTION PERIOD IV - 12 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF
OPTION PERIOD III (i.e. months 49 - 60)**

In accordance with the Clause entitled "OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT," the contractor shall provide the following services at the stated prices for the ordering period specified:

| <u>CLIN</u> | <u>UNIT PRICE</u> |
|---|-----------------------|
| 0021 Maximum Quantity of Organic Samples Required per Calender Month= 500 (Option Period IV) | |
| 0021A Multimedia Organic Analysis IAW the SOW 21 Day Delivery | _____ |
| 0021B Multimedia Organic Analysis IAW the SOW 14 day delivery | _____ |

0021C Multimedia Organic Analysis IAW the SOW
7 day delivery

CLIN**UNIT
PRICE****0022 48 Hour Delivery Preliminary Analysis**

In addition to the analysis required by CLIN 0021, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0021A, 0021B, or 0021C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround. The Contractor's 21 day unit price for a full sample analysis is \$400, and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis.

CLIN**UNIT
PRICE****0023 72 Hour Delivery Preliminary Analysis**

In addition to the analysis required by CLIN 0021, the Government may require quick turn-around Preliminary Analysis of *semivolatile, pesticide, and aroclor* organic samples as described in Section 1 of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0021A, 0021B, or 0021C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) and a 72 hour Preliminary Results analysis for pesticide. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 72 hours delivery of pesticide analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

CLIN**UNIT
PRICE****0024 Selected Ion Monitoring (SIM) Analysis**

0024A Multimedia Organic Trace Volatiles _____

0024B Multimedia Organic Semivolatile _____

In addition to the analysis required by CLIN 0021, the Government may require the contractor to perform SIM analysis of trace volatiles and semivolatile organic samples as described in the Exhibit D of the SOW. The Government will only require SIM Analysis if also requiring a standard delivery of CLINs 0021A, 0021B, or 0021C. When ordered by the Government, the unit price of the SIM Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and a SIM analysis for semivolatile. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for SIM analysis for semivolatile analysis is \$100. The Agency would pay the Contractor \$500 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days of sample receipt.

CLIN**UNIT
PRICE****0025 Hardcopy in PDF Format**

In addition to the analysis required by CLIN 0021, the Government may require Delivery of hardcopy data in the PDF format in addition to the required hardcopy deliverable as described in Exhibit B of the SOW. The Government will only require delivery in the PDF Format if also requiring a standard delivery of CLINs 0021A, 0021B, or 0021C. When ordered by the Government, the unit price of the delivery of the hardcopy in PDF Format will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (trace volatiles, volatiles, semivolatiles, pesticides, and aroclors) at a 21 day turnaround and request to receive the hardcopy in PDF format in addition to the hardcopy deliverable. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for providing a copy of the hardcopy deliverable in the PDF format is \$10. The Agency would pay the Contractor \$410 for the full sample analysis. The complete hard copy and electronic data deliverables for all fractions would be due within 21 days

of sample receipt.

B.3 SUBUNITS - PRICING FOR LESS THAN FULL ANALYSES

A full analysis for is considered to be an analysis for Trace analysis, Volatile analysis, Semivolatiles preparation, Semivolatiles analysis, Pesticides preparation, Pesticides analysis, Aroclor preparation and Aroclor analysis. The contractor will not always receive or be required to analyze full samples. In this event, the subunits weights shall be applied to the full analysis price as delineated in the clause entitled "Services and Price Schedule" used for billing and payment purposes.

| <u>Subunits</u> | <u>Percentage of Full Analysis</u> |
|--------------------------|------------------------------------|
| Trace/ Volatile Analysis | 20% |
| Semivolatile Preparation | 15% |
| Semivolatile Analysis | 15% |
| Pesticide Preparation | 10% |
| Pesticide Analysis | 15% |
| Aroclor Preparation | 10% |
| Aroclor Analysis | 15% |

B.4 MONTHLY LIMITATION ON NUMBER OF ANALYSES REQUIRED

The maximum number of full organic sample analyses that the Government may require the Contractor to perform during any calendar month is 500. However, if requested by the Government to accept samples above this level, the Contractor may elect to do so. If the Contractor agrees to accept samples above this level, then it must indicate its acceptance of the samples in writing or via e-mail prior to performance. All contract requirements shall be met for every sample the Contractor analyzes.

B.5 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

The following minimum and maximum amounts will apply to the subject contract:

| Period of Performance | Minimum Amount | Maximum Amount |
|--|-----------------------|-------------------------|
| <u>Base Period</u> | | |
| Maximum capacity of 500 samples/month | \$75,000 | (TBD at contract award) |
| <u>Option Period I</u> | | |
| Maximum capacity of 500 samples/month | \$75,000 | (TBD at contract award) |
| <u>Option Period II</u> | | |
| Maximum capacity of 500 samples/month | \$75,000 | (TBD at contract award) |
| <u>Option Period III</u> | | |

| | | |
|--|----------|-------------------------|
| Maximum capacity of 500 samples/month | \$75,000 | (TBD at contract award) |
|--|----------|-------------------------|

Option Period IV

| | | |
|--|----------|-------------------------|
| Maximum capacity of 500 samples/month | \$75,000 | (TBD at contract award) |
|--|----------|-------------------------|

The maximum amount of combined orders to be placed under all contracts resulting from Solicitation No. PR-HQ-04-11340 is estimated to be \$18 million. The maximum amount of each contract will be determined by subtracting the sum of the Base Period contract minimums, excluding this contract, from the estimated program maximum of \$18 million. To illustrate:

If eight contracts are awarded, the maximum of each contract will be:

$$\text{Maximum} = \$18 \text{ Million} - (\$75,000 \times 8) = \$17.4 \text{ million}$$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work (SOW)/Specifications included in all Section J SOW Exhibits.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A

- Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 INTERNET ADDRESS FOR THE CONTRACT LABORATORY PROGRAM

Information related to the Contract Laboratory Program may be found at the following internet address:

<http://www.epa.gov/superfund/programs/clp/index.htm>

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended

recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 REQUIREMENTS FOR PACKAGING AND MARKING

For packaging and marking requirements, please refer to the applicable Statement of Work Exhibits as provided in Section J.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|----------|----------|-------------------------------------|
| 52.246-4 | AUG 1996 | INSPECTION OF SERVICES--FIXED-PRICE |

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Contract Laboratory Program (CLP) project officers and program managers are the authorized representative of the Contracting Officer.

(c) For the purpose of inspection and acceptance of sample analyses called for by the contract, the CLP project officer directs and is assisted by the Sample Management Office contractor for Contract Compliance Screening (CCS)*, and is assisted by Headquarters or Regional data users for final determination of data compliance.

*For details on CCS, see the Section E clause CONTRACT COMPLIANCE SCREENING, and the relevant Section J SOW exhibit.

E.3 GOVERNMENT AUDIT OF CONTRACTOR FACILITIES

During the contract period of performance the Government may audit the Contractor's operations in order to determine whether the Contractor is maintaining its ability to meet the terms and conditions fo this contract. These audits may or may not be scheduled in advance, so that the Government auditors may have the opportunity to observe how work in process is normally performed. These audits will not unduly interfere with the Contractor's performance.

E.4 CONTRACT COMPLIANCE SCREENING

1. Contract Compliance Screening (CCS) is a specific feature of the inspection process, and is performed on a combination of Electronic Data Deliverable (EDD) and hardcopy deliverables as outlined below:

CCS inspects the following items:

| Analytic Fraction | Code/CCS Criteria | Form/ Deliverable Checked by CCS |
|--------------------------|---|---|
| TRACE | TH Holding Time | 1A, 1B, 1C, 1J, TR, EDD |
| | TT Instrument Performance Check | 5A, raw data, EDD |
| | TB Blanks | 1A, 1B, 1C, 1J, 4A, raw data, EDD |
| | TI Initial Calibration | 6A, 6B, 6C, 6D, raw data, EDD |
| | TC Continuing Calibration | 7A, 7B, 7C, 7D, raw data, EDD |
| | TS Internal Standards | 8A, 8B, raw data, EDD |
| | TS Deuterated Monitoring Compound Recoveries | 2A, 2B, 2E, 2F, raw data, EDD |
| | TX Matrix Spike/Matrix | 1A, 1B, 1C, 3A, 3C, TR, raw data, EDD |
| VOLATILE | TM Reporting | SDG Narrative, TR, Forms, raw data, EDD |
| | VH Holding Time | 1A, 1B, 1J, TR, EDD |
| | VT Instrument Performance Check | 5A, raw data, EDD |
| | VB Blanks | 1A, 1B, 1J, 4A, raw data, EDD |
| | VI Initial Calibration | 6A, 6B, 6C, raw data, EDD |
| | VC Continuing Calibration | 7A, 7B, 7C, raw data, EDD |
| | VS Internal Standards | 8A, raw data, EDD |
| | VS Deuterated Monitoring Compound Recoveries | 2A, 2B, 2C, 2D, raw data, EDD |
| | VX Matrix Spike/Matrix Spike Duplicate | 1A, 1B, 3A, TR, raw data, EDD |

| | | |
|---------------------|---|---|
| | VM Reporting | SDG Narrative, TR, Forms, raw data, EDD |
| SEMIVOLATILE | BH Holding Times | 1D, 1E, 1F, 1K, TR, EDD |
| | BT Instrument Performance Check | 5B, raw data, EDD |
| | BB Blanks | 1D, 1E, 1F, 1K, 4B, EDD |
| | BI Initial Calibration | 6E, 6F, 6G, 6H, raw data, EDD |
| | BC Continuing Calibration | 7E, 7F, 7G, 7H, raw data, EDD |
| | BS Samples Internal Standards | 8C, 8D, 8D, 8E, 8F, EDD |
| | BG Samples DMC Recoveries | 2G, 2H, 2J, 2K, 2L, 2M, raw data, EDD |
| | BX Matrix Spike/Matrix Spike Duplicate | 1D, 1E, 1F, 3C, 3D, 3E, 3F, TR, raw data, EDD |
| | BM Reporting | SDG Narrative, TR, Forms, raw data, EDD |
| PEST | PH Holding Time | 1G, TR, EDD |
| | PB Blanks | 1G, 4E, EDD |
| | PT Tune | 6R, 6T |
| | PI Initial Calibration | 6J, 6K, 6L, 6M, 6R, 6T, 6U, 6V, 6W, 6X, 6Y, EDD |
| | PC Calibration Verification | 6U, 7J, 7K, 7L, 7M, EDD |
| | PS Surrogate Recoveries | 2N, 2P, EDD |
| | PX, PL Matrix Spike/Matrix Spike Duplicate/LCS | 1G, 3G, 3H, 3L, 3M, TR, EDD |
| | PS Retention Time Windows | 6J, 6L, 7J, 7K, 7L, 7M, 8G, EDD |

| | | |
|-----------------|--|---|
| | PI, PC Analytical Sequence | 8G, EDD |
| | PC Degradation | 7J, EDD |
| | PS Surrogate Retention Time Check | 8G, EDD |
| | PU Extract Cleanup Procedures | 9A, 9B, EDD |
| | PN Pesticide Identification | 1G, 10A, 10B, EDD |
| | PM Reporting | SDG Narrative, TR, Forms, raw data, EDD |
| AROCLORS | AH Holding Time | 1H, TR, EDD |
| | AB Blanks | 1H, 4F, EDD |
| | AI Initial Calibration | 6N, 6P, 6Q, EDD |
| | AC Calibration Verification | 7N, EDD |
| | AS Surrogate Recoveries | 2Q, 2R, EDD |
| | AX, AL Matrix Spike/Matrix Spike Duplicate/LCS | 1H, 3J, 3K, 3N, 3P, TR, EDD |
| | AS Retention Time Windows | 6N, 7N, 8H, EDD |
| | AI, AC Analytical Sequence | 8H, EDD |
| | Degradation | N/A |
| | AS Surrogate Retention Time Check | 8H, EDD |
| | AU Extract Cleanup Procedures | N/A |
| | AS Aroclor Identification | 1H, 10C, EDD |
| | AM Reporting | SDG Narrative, TR, Forms, raw data, EDD |

Electronic Data Deliverable - Inspection of the EDD will consist of two parts: an **initial assessment** to determine whether the EDD can successfully be processed and a **full assessment** to determine compliance (and completeness).

Initial Assessment - A subset of SOW-specified variables must be complete and be correct before a EDD will be accepted for full assessment processing to determine completeness and compliance. The key processing

variables include:

- a. The EDD must be in XML specification 1.0 of the World Wide Web Consortium (W3C). The EDD must be well formed based on the W3C XML specification and must be valid based on the Data Type Definition (DTD) outlined in Exhibit H of the SOM1.X SOW.
- b. The EDD shall be created using the Unicode Transforming Format - 8 bit (UTF-8) Character set.
- c. The initial line of the EDD shall be: <?xml version="1.0"encoding="UTF-8"?>.
- d. The second line of the EDD shall be a DOCTYPE line that contains the filename of the DTD.
- e. There shall be no more than one occurrence of each child element within a node, unless the child element also behaves as a parent element.
- f. For Laboratory Code, Case Number, Contract Number SDG Number and Fraction, each of these variables must be correctly formatted and must be identical for each occurrence of the data element in the EDD.
- g. All EPA Sample Numbers must be present where required and formatted in accordance with the specifications in the SOW.
- h. All CAS numbers must be present where required, and be correct.
- i. The following variables must be present where required and correct: QC Type, Instrument ID, GC Column ID, Analysis Date, Analysis Time, Method Number, Collected Date, Matrix, Storage Batch, Analysis Batch End, Analysis Group ID, Client Analysis ID, Lab Analysis ID, Lab File ID, Run Batch, Handled Date, Dandling Type, Client Analyte ID, Cleaned Up Date, Cleanup Batch, Preparation Date, Preparation Plus Cleanup Type, and Peak ID.
- j. Data for all relevant forms for each sample analysis must be contained in the electronic data submission and data for all required sample analyses must be reported.

The Contractor shall resubmit an EDD within three (3) business days, at no extra cost to the Government, if any of the subset of variables are incomplete or incorrect. The resubmitted EDD must contain all of the initially correct information previously submitted for all samples including but not limited to, matrix spike, matrix spike duplicate, and blanks, standards, and all fractions in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

Full Assessment - All records and variables specified for the EDD (Exhibit H) will be examined for presence and adherence to exact SOW Exhibit B and Exhibit H reporting requirements (completeness) and, where applicable, for adherence to SOW-specified quality control limits

(technical compliance). The Contractor shall resubmit an EDD within six (6) business days at no extra cost to the Government, if any variable reported on the EDD is incomplete or non-compliant with SOW specifications. The resubmitted EDD must contain all of the initially correct information previously submitted for all samples including the matrix spike, matrix spike duplicate, and blanks, and all fractions in the SDG in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

Hardcopy Deliverable - Inspection of the hardcopy data deliverable will consist of five parts.

- (i) SDG Narrative is assessed for presence of certification statement signed by the Laboratory Manager and date signed.
- (ii) Mass Spectra and Chromatograms (including Reconstructed Ion Chromatograms) - the presence of all applicable mass spectra and chromatograms is examined for every sample, including MS/MSD, blank, calibration standards, instrument performance check standards, etc., as required in Exhibit B of the SOW. The presence of all header information and compound labeling is checked. (Laboratory code, Instrument ID, Injection date, Injection time, EPA Sample ID).
- (iii) Quantitation Reports - the presence of all applicable quantitation reports (GC/MS and GC/EC) is examined, for every sample, including but not limited to MS/MSD, blank, calibration standards, instrument performance check standards, etc., as required in SOW Exhibit B. The presence of all header information and compound labeling is checked. (Laboratory code, Instrument ID, Injection date, Injection time, EPA Sample ID).
- (iv) Forms - hardcopy is checked for the presence of forms. All header information and compound labeling is checked. The data is checked against contract requirements in the SOW to determine compliance.
- (v) Traffic Reports (TR) - hardcopy is checked for presence of Traffic Reports and contract requirements in the SOW to determine compliance.
- (vi) The calculations performed by the laboratory in generating sample data must be reproducible by a third party based on the data provided in the package.

2. Delivery to the Government shall be in accordance with the delivery schedule specified in the Section F clause "REPORTING REQUIREMENTS."

3. Delivery Items Nos. A, B, and C identified in the SOW will be subject to CCS inspection by the Government to determine if the data is compliant with contract requirements or if incentives/disincentives will be assessed in accordance with the clause of this contract entitled DETERMINATION &

ASSESSMENT OF INCENTIVES/DISINCENTIVES. For purposes of CCS inspection, the inspection period is deemed to run from the day after the Government's receipt of the items until the Contractor receives notification of noncompliance. Incentives/disincentives are suspended during the inspection period. Specific examples of the application of incentives/disincentives are shown in the clause entitled DETERMINATION & ASSESSMENT OF INCENTIVES/DISINCENTIVES.

4. If items delivered to the Government are determined by the Government to be non-compliant and are susceptible of correction or reperformance, the Contractor shall resubmit the items within six (6) business days from receipt of notification of non-compliance. The Government reserves the right to reject any resubmitted deliverable that is not received by the Government within the specified correction period, or is still noncompliant when re-delivered.

5. Final acceptance will occur within 60 calendar days after initial delivery of fully compliant data.

E.5 GOVERNMENT'S QUALITY ASSURANCE PROGRAM

A. In accordance with the Section E Clause INSPECTION AND ACCEPTANCE, each phase of the services rendered under this contract is subject to possible Government inspection, both during the Contractor's operations and after completion of the work. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which it is responsible. The Contractor shall correct such deficiencies promptly. When requested, the Contractor shall provide a written report to the Contracting Officer identifying corrective/preventive actions taken. **The Government's Quality Assurance (QA) Surveillance Program is not a substitute for Quality Control by the Contractor.**

B. The Contractor shall demonstrate acceptable analytical performance for both identification and quantitation of Performance Evaluation (PE) sample analytes/parameters. The Government reserves the right to adjust the PE sample acceptance windows in order to compensate for any unanticipated difficulties with a particular PE sample. The Contractor shall also participate in On-site audits, Special Investigations, Data Tape Audits, and other QA evaluations identified in the relevant Section J SOW exhibit.

C. The Project Officer may inspect the Contractor's performance and document any noncompliance, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

D. The Government will reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in the Section F clause DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|-----------------|
| 52.242-15 | AUG 1989 | STOP WORK ORDER |

F.2 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.3 SAMPLE MANAGEMENT OFFICE SCHEDULING

The Sample Management Office (SMO) contractor will assist the Government in scheduling samples for analysis up to the quantity of samples specified (cumulatively) in the delivery orders issued by the Contracting Officer pursuant to the Ordering clause (FAR 52.216-72) of this contract. The SMO contractor does not have authority to schedule any sample(s) for analysis under this contract, nor is the contractor authorized or required to accept samples for analysis which would exceed the current quantity of samples cumulatively specified in delivery orders issued by the Contracting Officer. All samples scheduled for analysis by the SMO contractor are subject to the terms and conditions of this contract, and the SMO contractor has no authority to make any change to the price, time of delivery, or any other terms and conditions of this contract.

NOTE: The SMO contractor provides support under a separate EPA contract. The SMO contractor may only act in accordance with the role as identified in this clause or stipulated elsewhere in this contract. The SMO contractor is not an agent of EPA. As such, the SMO contractor has no authority, and may not, under any circumstances, change, waive, or interpret any terms or conditions of this contract including, but not limited to, price, delivery, or SOW requirements. All questions or concerns of this nature must be directed to the applicable Contract

Laboratory Program (CLP) Project Officer, CLP Program Manager, Contract Specialist, or Contracting Officer as appropriate for action or resolution.

F.4 REPORTING REQUIREMENTS

Performance and delivery are required to be made in accordance with the Statement of Work and its Exhibit B "Reporting and Deliverables Requirements" and Exhibit H "Format for Electronic Data Deliverables."

F.5 TECHNICAL AND MANAGEMENT CAPABILITY

The Contractor shall have sufficient personnel at all times during the performance of the contract to ensure that USEPA receives data that meet the terms and conditions of the contract.

The Contractor shall have sufficient analytical equipment/apparatus on-site for the analysis of organic samples, as described in Exhibit D, to meet all the terms and conditions of the contract.

F.6 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

A. The Contractor will be held to the full performance of the contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming services as specified below. The Government may apply an inspection technique which covers all or part of the work to either assess the contractor's performance or determine the amount of payment due or both. Failure to maintain adequate quality control can result in termination for default.

B. The Government will give the Contractor written notice of deficiencies in writing prior to assessing sanctions or deducting for non-performed or unsatisfactory work.

(1) In the case of non-performed work, the Government:

(a) Will deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the clause SERVICES AND PRICE SCHEDULE or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below, and satisfactorily completes the work;

(b) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contracting Officer, but in no event longer than within 48 hours of the notice to the Contractor of such nonperformance, at no additional cost to the Government; or

(c) May, at its option, perform the services by Government personnel or other means and bill the Contractor for those costs.

(2) In the case of unsatisfactory (or rejected) work, the Government:

(a) Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in Clause B.2 Services and Price Schedule, or provided by other provisions of the contract; unless the Contractor is afforded an opportunity to reperform pursuant to (b) below and satisfactorily completes the work;

(b) The Contractor may be held liable for additional costs incurred by the Government resulting from nonperformance or unsatisfactory performance. As an alternative to data rejection, the Government may require re-analysis of noncompliant samples. Re-analysis shall be performed by the Contractor at no additional cost to the Government.

(3) However, the Government's exercise of rights under this clause for either (1) a single occurrence of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, shall not preclude the Government from terminating the contract in accordance with the Default clause (52.249-8) in this contract.

F.7 SANCTIONS

A. If the Contractor fails to deliver acceptable supplies or services within the times specified in this contract, or any extension, the Contractor shall pay to the Government a fixed sum determined in accordance with the clause "Determination & Assessment of Incentives/Sanctions," for each calendar day of delay. The assessment of sanctions under this clause does not preclude recovery of any actual damages incurred.

B. If the Government terminates this contract in whole or in part under the Section I Default clause, the Contractor shall be liable for a fixed sum determined in accordance with the clause "Determination & Assessment of Incentives/Sanctions," accruing until the time the Government reasonably obtains delivery or performance of similar supplies or services. These sanctions are in addition to excess costs of repurchase under the Default clause.

C. The Contractor will not be charged with sanctions when the delay in delivery or performance arises out of causes beyond its control and without the fault or negligence of the Contractor as defined in the Default clause in this contract.

F.8 DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS

A. SANCTIONS. Sanctions will be assessed for late and noncompliant contract deliverables. For purposes of determining incentives/sanctions, the term "day" refers to the specified number of days after verified time of sample receipt of the last sample of a sample delivery group. Incentives/sanctions are suspended during the Government inspection period. (See Clause entitled Inspection and Acceptance.) Incentives/sanctions will

be assessed in accordance with the following:

(1) Items Submitted Late (Sample Data Package and Electronic Data Deliverable): For preliminary results (PR), trace volatile and volatile samples only, a 50% reduction is imposed on the PR surcharge (the PR unit price from B.2) when the results are one to 24 hours late and a 100% reduction is imposed on the surcharge when results are more than 24 hours late. For semivolatile, pesticide and aroclor samples, a 25% reduction is imposed on the PR surcharge when results are from one to 24 hours late, a 50% reduction is imposed on the surcharge when results are from 25 to 48 hours late, and a 100% reduction on the surcharge when results are greater than 48 hours late. In cases where a 100% reduction is imposed on the surcharge, the contractor is not relieved from the obligation to deliver the PR. Failure to deliver the PR within the revised schedule, as directed by the Contracting Officer, may be grounds for Termination for Default.

For samples scheduled for 7 or 14 day delivery, incentives/disincentives will be assessed for late data at a rate that is prorated between the price for the required delivery date and the price for subsequent later delivery dates. If the required delivery date is 7 days and either the Sample Data Package or the EDD are received on the 8th through the 14th day, the price per sample will be reduced for each day late in portions equal to 1/7 of the difference between the 7 day and 14 day prices. If the 7 day turnaround data is received on the 15th through the 21st day, the price per sample will be further reduced for each day late in portions equal to 1/7 of the difference between the 14 day and 21 day prices. If the 7 day turnaround data is received after the 21st day, the price per sample will be further reduced at a rate of 2% per sample per day late up to a maximum reduction of 20% of the 21 day price.

If the required delivery date is 14 days and either the Sample Data Package or the EDD are received on the 15th through the 21st day, the price per sample will be reduced for each day late in portions equal to 1/7 of the difference between the 14 day and 21 day prices. If the 21 day turnaround data is received after the 21st day, the price per sample will be further reduced at a rate of 2% per sample per day late up to a maximum reduction of 20% of the 21 day price.

If the required delivery date is 21 days and either the Sample Data Package or the EDD are received after the 21st day, the price per sample will be reduced at a rate of 2% per sample per day late up to a maximum reduction of 20% of the 21 day price. For example, if the price for 7 day delivery is \$150 per sample; for 14 day \$100; and, for 21 day delivery \$50; late delivery would be handled as follows:

10 samples are sent for 7 day delivery, if delivery is made on day 10, the price per sample would be reduced from \$150 to \$129 ($\$150 - \$100 = \$50 / 7 \text{ days} = \$7 \text{ per day reduction}$). If delivery was made on day 16 the price per sample would be reduced from \$100 to \$86 (On day 14 the price would be \$100, after the 14th day the price would drop as follows: $\$100 - \$50 = \$50 / 7 \text{ days} = \$7 \text{ (per day therefore, } \$100 - (2 \text{ days} \times \$7 \text{ per day}) = \$86.$)

Please note that late data will also affect the laboratory's performance algorithm score as described in Section G and may adversely affect the

number of samples a laboratory may receive during subsequent scheduling periods.

(2) Electronic Data Deliverable (EDD) fails Initial Assessment

When an EDD fails the initial assessment criteria, the Contractor is required to correct the EDD within three business days of notification of failure (excluding Saturday, Sunday, and Federal holidays) from the Government. If the EDD fails Initial Assessment, the laboratory has up to three business days to correct the EDD without a payment reduction. If after three business days, the EDD is not submitted or fails initial assessment upon resubmission, a 15% reduction will be applied to the total SDG price. If a contractually compliant EDD is not submitted within 3 business days, the Hard Copy Data package will be subjected to manual CCS review.

Note: For the purpose of counting days for the three day period, the day after notification is considered to be day one (1).

If a full manual (hard copy data package) or semi-automated data review (hard copy and EDD) is performed and the deliverable is not 100% contractually compliant, a 10% reduction will be applied to the fraction price for the SDG that is assessed a defect (this is in addition to the 15% reduction that may be assessed for failure of Initial Assessment).

If after reconciliation of the hard copy or EDD, all defects are contractually corrected and no new errors are introduced on any sample in the SDG, an incentive of 5% of the fraction price will be deducted from the 10% reduction applied to that fraction (i.e. the 10% reduction will be reduced to a 5% reduction on the fraction price).

B. INCENTIVES. Incentives will be applied for consistent and exceptional performance. However, laboratories are advised that remedial QB scores will not be recalculated back into the PSA score.

(1) Consistent Performance

Consistent Performance is calculated over a rolling three month period beginning with contract award, continuing through the end of the contract. The following criteria must be met in order for performance to be considered "consistent":

- (a) The contractor must have analyzed regional samples every month during the past three consecutive months,
- (b) Turnaround Time for analytical SDGs, preliminary results, and QB results must be 100% on time or early,
- (c) CCS Initial SDG compliance and completeness average must be $\geq 85\%$, and
- (d) Initial assessment percentage of EDDs must be $\geq 95\%$ compliant.

If Contractor performance is considered "consistent" as described above, for one month following the performance evaluation, a 10% evaluation factor will be applied to the contract line item price when sample scheduling

determinations are made as described in the clause entitled "Ordering - Multiple Awards for the Same Services." To illustrate, if the contract unit price is \$100, the contractor will be evaluated at the price of \$90 to determine sample scheduling priorities. This will result in the contractor having a more favorable position to receive samples.

(2) Exceptional Performance

Exceptional Performance is calculated over a rolling three month period beginning with contract award, continuing through the end of the contract. The criteria for exceptional performance are:

- (a) Turnaround Time for analytical SDGs, preliminary results, and QB results must be 100 % on time or early,
- (b) most current QB score be $\geq 95\%$,
- (c) CCS Initial SDG compliance and completeness average must be $\geq 95\%$, and
- (d) Initial assessment percentage of EDDs must be 100% compliant.

If Contractor performance is considered "exceptional" as described above, for one month following the performance evaluation, a 25% evaluation factor will be applied to the contract line item price when sample scheduling determinations are made as described in the clause entitled "Ordering - Multiple Awards for the Same Services." To illustrate, if the contract unit price is \$100, the contractor will be evaluated at the price of \$75 to determine sample scheduling priorities. This will result in the contractor having a more favorable position to receive samples.

In addition to the price evaluation factor advantage, exceptional performers will be given first opportunity to receive samples for analysis under Modified Analysis (flexibility clauses) for one month following performance evaluation. Opportunities will be presented to exceptional performing Contractors in the order of cost, lowest to highest. Only after exceptional performing contractors have been afforded the opportunity to receive samples under the Modified Analysis clause will these samples be made available to other laboratories.

Performance will be measured on a rolling three month basis as described in section (B)(1) of this clause.

(3) If adverse performance issues arise during the one month period in which an incentive is awarded, i.e., the contractor is placed on Project Officer Hold, application of these incentives will be suspended.

F.9 LOCATION OF PERFORMANCE

All work performed under this contract, including but not limited to sample analyses, shall be performed in its entirety at the location shown below and with permanent on-site equipment and personnel. This restriction is based upon that location meeting the pre-award qualifications and evaluations. (Note: Offerors must fill-in the address of the physical location of the laboratory. **Only one location may be specified to be used in performance.**)

E-mail address: _____

Telephone Number: _____ Facsimile Number: _____

F.10 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the date of contract award through twelve (12) months, exclusive of all required reports.

Should the Government elect to exercise the optional periods, the following periods of performance will apply:

Option Period I - twelve (12) month period of performance following completion of Base Period (months 13 - 24).

Option Period II - twelve (12) month period of performance following completion of Option Period I (months 25 - 36).

Option Period III - twelve (12) month period of performance following completion of Option Period II (months 37-48).

Option Period IV - twelve (12) month period of performance following completion of Option Period III (months 49-60).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Any EPA Contracting Officer acting within the restrictions of their individual warrant.

(b) A Standard Form 30 will be the method of amending task orders.

(c) Each task order will have a ceiling price, which the Contractor may not exceed.

G.2 ORDERING--MULTIPLE AWARDS FOR THE SAME SERVICES

In order to determine which samples will be scheduled with the contractor under this multiple award contract, the following factors will be considered:

1. Performance History under this contract.

The Government uses Scheduling, Tracking and Reporting (ST&R) Standard Operating Procedures (SOP) Nos. 1 and 2 to assign and schedule samples based on the contractor's individual PSA score, sample price, and non-PSA factors.

2. Price.

Contractor performance and sample price are considered when determining sample scheduling, until individual capacity limits are reached.

3. Contract Minimums.

When necessary the Government may elect to award task orders in order to meet contract-stated minimums.

4. Non-competitive task orders.

The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b) (2) "Exceptions to the Fair Opportunity Process" are present.

5. Ordering Procedure.

Step 1:

- Contractors' performance data is collected for every deliverable under the contract.
- Performance data is evaluated monthly, and based upon a rolling average of the prior three months.
- Based upon the prior three months performance data, contractors are evaluated as either "good", "marginal", or "unacceptable".

Step 2:

Once a performance category is assigned, the contracted unit price is evaluated.

Step 3:

Based on each contractor's composite score (consisting of contractor performance history and price), contractors are ranked.

Step 4:

Samples are scheduled to be shipped to contractors, starting with the highest-ranked to the lowest-ranked.

G.3 SPECIAL INVOICE INSTRUCTIONS

Beginning November 1, 2001, the Agency implemented a new system which streamlined and automated the CLP invoice submission process through Electronic Commerce (EC). This system, herein referred to as the Web-based Invoicing System (WIS), complies with the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, in that it will serve to improve the productivity, efficiency, and effectiveness of the CLP program. This new process also reduces the potential for data entry errors, which ultimately reduces re-submission costs to both the contractors and the Federal Government.

In addition to the requirements set forth in FAR 32.905, an invoice or request for contract financing payment must meet the following contract requirements in order to be considered a properly submitted invoice:

(a) The contractor shall generate and submit all invoices or requests for financing payment using the Agency's prescribed Web-based Invoicing System (WIS) located at the following web site address:
<http://www.epa.gov/superfund/programs/clp/wis.htm>. Until otherwise directed in a modification to the contract, the Contractor shall submit one copy of the original invoice to the Contracting Officer at the address specified in Block 5 on the cover of the contract. No other copies will be sent to any other office.

(b) Using the WIS, the Contractor shall separately invoice for the following items: Initial Sample Analyses, including laboratory control sample, spike, and duplicate analyses.

(c) When preparing invoices, the Contractor shall include the following data in its submission:

(1) For Initial Sample Analyses Invoices:

- (i) Invoice Date
- (ii) Contractor Name
- (iii) Contract Number
- (iv) Task or Delivery Order Number
- (v) Case Number(s)
- (vi) Sample Delivery Group (SDG) Number(s)
- (vii) The following information for each sample being invoiced, sorted, and identified by Case Number, SDG Number, and Sample Number:
 - EPA Sample Number
 - Subunit(s) Analyzed
 - Unit Price(s) (and/or Subunit, as applicable)
- (viii) Extended Total Price of Invoice

(2) For Miscellaneous Invoices:

- (i) Invoice Date
- (ii) Contractor Name
- (iii) Contract Number
- (iv) Task or Delivery Order Number
- (v) Case Number(s)
- (vi) Sample Delivery Group (SDG) Number(s), if applicable
- (vii) Reason for submission of miscellaneous invoice
- (viii) Description of item(s) being invoiced, with full explanation
- (ix) Total Amount of Invoice

d) Payment will be processed for all billable samples constituting a complete SDG in total. Each SDG must be invoiced separately. Payment will not be processed on an individual sample basis.

G.4 GOVERNMENT FURNISHED SAMPLES

Samples for Analysis - a sample consists of a collection of containers containing solid or liquid material, or a mixture. When subdivided according to the protocol (Statement of Work, Exhibit D), a sample can result in one or more of the following subunits/parameters: Trace Volatiles, Volatiles, Semivolatiles, Pesticides, and Aroclors.

Field Sample Blank(s) shall constitute separate distinct sample(s). When field sample container contents are divided to yield matrix spike and duplicate samples, the resulting set of subunits is considered to be a separate distinct sample.

If the performance of all or any part of the work of this contract is delayed or interrupted due to the Government's failure to provide timely instructions/resolution to the Contractor regarding inconsistencies or errors in samples or their corresponding paperwork (traffic reports), the Contractor may be entitled to an adjustment in the time of delivery for the SDG in question. Such adjustment shall include a day-for-day extension for the delay caused by the Government. However, the Contractor shall provide

clear and convincing documentation of the delay. No adjustment will be made for any delay or interruption to the extent that performance would have been delayed by other causes including the fault or negligence of the contractor, or for which adjustment is provided or excluded under any other term or condition of this contract. In addition, no adjustment may be made if the contractor fails to promptly notify the CLP Sample Management Office (SMO) Contractor of problems or discrepancies. Such prompt notification is interpreted to mean within the next business day of sample(s) and/or Traffic Report receipt.

All sample shipments to the Contractor will be scheduled through and by the SMO Contractor.

Unless otherwise instructed by the SMO Contractor, the Contractor shall dispose of unused sample volume and used sample bottles/containers no earlier than sixty (60) calendar days following submission of the complete reconciled SDG file. Sample disposal and disposal of unused sample bottles/containers is the responsibility of the Contractor and shall be accomplished in accordance with all applicable laws and regulations governing disposal of such materials.

The Contractor shall be required to routinely return sample shipping containers (e.g., coolers) to the appropriate sampling office within fourteen (14) calendar days following shipment receipt. The Government may send individual sample containers other than a glass jar or glass vial which the Contractor will be required to routinely return to the appropriate sampling office sixty (60) calendar days following submission of the reconciled complete SDG file. The Contractor will be provided a shipping mechanism by the originating sampler or EPA Regions (e.g., field sampler). The Contractor shall ensure that the account numbers provided are used only for the return of Government-owned shipping containers.

Contractors shall remove packing and other materials from the coolers before each pick-up and shall ensure that the coolers are clean. The Contractor can determine from visual inspection whether the cooler is clean. Contractors shall remove any remaining sample from the non-glass container and shall ensure that the sample container is clean. An authorized Contractor official shall sign and telefax pick-up records to the designated transportation contractor or sampler within two (2) calendar days of cooler pick-up for return shipment.

Laboratory Evaluation Sample Standards - The Government shall provide to the Contractor either a standard extract to prepare the laboratory evaluation sample (LES), also referred to as a Performance Evaluation Sample (PES), or prepared LES for exclusive use on this contract.

G.5 RISK OF LOSS OF GOVERNMENT SAMPLES

In accordance with FAR Part 45, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, samples provided for analysis upon their delivery. As a consequence of any loss or destruction of, or damage to, the samples, the Contractor may be liable for any re-sampling, re-analysis, and associated administrative costs related

to those samples. However, the contractor is not responsible for samples properly consumed in the analysis. Upon the loss, destruction of, or damage to the Government-provided samples, the Contracting Officer may initiate an equitable adjustment or claim in favor of the Government.

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone

number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TERRY SMITH
Ariel Rios Building
1200 Pennsylvania Avenue, NW
5204G
Washington, DC 20460
Phone: (703) 603-8849
FAX: (703) 603-9112

Contract Specialist(s) responsible for administering this contract:

TANYA ELLIS
Ariel Rios Building
1200 Pennsylvania Ave., NW
3805R
Washington, DC 20460
Phone: (202) 564-4949
FAX: (202) 565-2557

Administrative Contracting Officer:

KEITH D. UPAH
Ariel Rios Building
1200 Pennsylvania Ave., NW
3805R
Washington, DC 20460
Phone: (202) 564-0870
FAX: (202) 565-2557

G.8 FEDERAL HOLIDAYS

The following days are considered Federal Holidays under the contract:

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000) DEVIATION

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each

requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA

may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 EDDs or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 MODIFIED ANALYSIS

A) The contractor may be requested by USEPA to perform modified analyses. Contractor acceptance of modified analysis work is voluntary. These modifications will be within the scope of the SOM1.X SOW and may include, but are not limited to, analysis of additional analytes and or different CRQL requirements, etc. Modified analyses requests will be made by the Regional CLP Project Officer (CLP PO), OERR Analytical Services Branch (ASB) Organic Program Manager, or Contracting Officer (CO), in writing, prior to sample scheduling. All contract and SOW requirements will remain in effect unless the Contracting Officer provides written approval for the modification(s). Contracting Officer approval must be obtained prior to sample analyses.

(B) Participation in the modified analysis bidding process is voluntary; contractors are not obligated to submit a bid. Nevertheless, this clause does not limit the Government's rights under the CHANGES clause.

(C) (i) As discussed in the Section F clause DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS, exceptional-performing contractors will be given first opportunity to be considered for sample analysis under the MODIFIED ANALYSIS clause. If there are three or more "exceptional" contractors who wish to submit a bid at the time the subject modified analysis samples are being offered, all "exceptional" contractors who wish to submit a bid will be given the opportunity to be considered for the subject work.

(ii) If there are less than three "exceptional" contractors who wish to submit a bid at the time the subject modified analysis samples are being offered, one or more of the highest-ranked "good" contractors (as defined in the Section G clause ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES) will be given the opportunity to be considered for the subject work, so that the total number of contractors solicited will be three (i.e., if there is only one "exceptional" contractor who wishes to submit a bid, the

two most highly-ranked "good" contractors will also be given the opportunity to bid on the subject work). Given this scenario, if there are "exceptional" contractors competing against "good" contractors for modified analyses work, no automatic preference will be given to the "exceptional" contractor(s).

(iii) If no "exceptional" or "good" contractor is awarded the subject modified analysis work, "marginal" contractors (as defined in the Section G clause ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES) will be given the opportunity to be considered for the subject work.

(iv) Contractors who are on Project Officer hold or Contracting Officer hold, regardless of their ranking, will not be considered for modified analysis work.

(D) In order to determine which solicited contractor will be awarded the subject modified analysis work, the Government will make award to the contractor whose offer provides the best value to the Government, price and past performance considered.

(E) It is anticipated that all modified analysis requirements will be competed. The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b)(2) "Exceptions to the Fair Opportunity Process" are present.

(F) The competitive process for modified analysis shall be:

1. The Contracting Officer will send a Request for Quote (RFQ) via electronic mail to all designated contractors as determined in (C) above. The RFQ will contain the Statement of Requirements and due date for quotes (generally two (2) working days after RFQ issuance, but may be less if an emergency situation exists).

2. Each solicited contractor may submit a price quote. Any submitted price quote shall be fixed price. A contractor may propose the same price(s) as provided in its contract, or may adjust its price(s) upward or downward. Due to current computer programming limitations, if the contractor chooses to adjust its price, it shall propose a price that is a whole number percentage of its contract price (i.e. if the contractor's contract price is \$135, it may propose, for example, a price of \$121.50 (which is 90% of \$135), or \$132.30 (98%), or \$135 (100%), or \$140.40 (104%), or \$151.20 (112%), since all of these numbers are whole percentages of \$135. In this example, prices such as \$140.67 or \$127.98 would not be allowed because they are not whole percentages of \$135). **Contractors are asked to provide the proposed price as both a dollar amount, and as a whole percentage of the contract price (i.e. "My bid price for this modified analysis work is \$140.40, which is 104% of my contract price of \$135.")**

3. Award will be made to the contractor offering the best value to the Government, price and past performance considered, subject to a price reasonableness determination.

(G) For some modified analysis samples, a full sample analysis may not be

required. In the event that full sample analysis is not required for modified analysis work, payment will be made in accordance with the Section B clause SUBUNITS - PRICING FOR LESS THAN FULL ANALYSES.

H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the

affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994) DEVIATION

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Alternative Remedial Contracting Strategy (ARCS), Time Critical Rapid Response (TCRR), Technical Assistance Team (TAT), and Technical Enforcement Support (TES) contracts), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the

restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.7 SUBCONTRACTING PROHIBITION

Subcontracting of any tasks required by the Statement of Work is prohibited.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,

1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories

(including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.9 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

| | |
|-------------------|-------------------------|
| Option Period I | (TBD at contract award) |
| Option Period II | (TBD at contract award) |
| Option Period III | (TBD at contract award) |
| Option Period IV | (TBD at contract award) |

(c) The "Effective Period of the Contract" clause will be modified as follows:

Option Period I - twelve (12) month period of performance following completion of Base Period (months 13 - 24).

Option Period II - twelve (12) month period of performance following completion of Option Period I (months 25 - 36).

Option Period III - twelve (12) month period of performance following

completion of Option Period II (months 37-48).

Option Period IV - twelve (12) month period of performance following completion of Option Period III (months 49-60).

H.10 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.11 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or

first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.13 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following

conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.15 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT

CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this

contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe

Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.18 NOTICE CONCERNING FALSE REPRESENTATION OF EPA ENDORSEMENT

Neither the award of a CLP contract nor the successful analysis of blind performance evaluation samples (PES) during contract performance constitutes a certification, accreditation, or endorsement of the CLP Contractor's laboratory by the U.S. Environmental Protection Agency. Allegations of unfair or deceptive advertisements which claim Agency endorsement will be referred to the Federal Trade Commission for action pursuant to Section 6(f) of the Federal Trade Commission Act, 15 U.S.C. 46. The Federal Trade Commission has statutory authority to investigate alleged violations of federal law prohibiting unfair methods of competition and to settle such matters through the issuance of consent orders to cease and desist. Federal Trade Commission regulations concerning such matters may be found at 16 CFR, Part 2.

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall identify for this contract key personnel in accordance with the requirements of Exhibit E of the SOM1.X Statement of Work.

(b) Should the Contractor make any substitutions of key personnel, the Contractor shall notify the Contracting Officer within 15 calendar days and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the substitutions, complete resumes for the substitutes, and any additional information requested by the Contracting Officer. Substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

H.20 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|--|
| 52.202-1 | DEC 2001 | DEFINITIONS |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | JUL 1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-8 | JAN 1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | JUN 2003 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.204-4 | AUG 2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER |
| 52.204-7 | OCT 2003 | CENTRAL CONTRACTOR REGISTRATION |
| 52.209-6 | JUL 1995 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.215-2 | JUN 1999 | AUDIT AND RECORDS--NEGOTIATION |
| 52.219-4 | JAN 1999 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS |
| 52.219-8 | OCT 2000 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-26 | APR 2002 | EQUAL OPPORTUNITY |
| 52.222-35 | DEC 2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | DEC 2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-43 | MAY 1989 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE |

| | | |
|-----------|----------|--|
| | | YEAR AND OPTION CONTRACTS) |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-14 | AUG 2003 | TOXIC CHEMICAL RELEASE REPORTING |
| 52.225-13 | DEC 2003 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.227-1 | JUL 1995 | AUTHORIZATION AND CONSENT |
| 52.227-2 | AUG 1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987) |
| 52.227-14 | JUN 1987 | RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987) |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS |
| 52.227-17 | JUN 1987 | RIGHTS IN DATA--SPECIAL WORKS |
| 52.229-3 | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.232-1 | APR 1984 | PAYMENTS |
| 52.232-8 | FEB 2002 | DISCOUNTS FOR PROMPT PAYMENT |
| 52.232-11 | APR 1984 | EXTRAS |
| 52.232-17 | JUN 1996 | INTEREST |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-25 | OCT 2003 | PROMPT PAYMENT |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | JUL 2002 | DISPUTES ALTERNATE I (DEC 1991) |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-1 | AUG 1987 | CHANGES--FIXED-PRICE |
| 52.243-1 | AUG 1987 | CHANGES--FIXED-PRICE ALTERNATE I (APR 1984) |
| 52.244-2 | AUG 1998 | SUBCONTRACTS |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY--SERVICES |
| 52.249-4 | APR 1984 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) |
| 52.249-8 | APR 1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____ N/A _____
 (Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____ N/A _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____
 (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless

determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one sample, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of (to be determined at contract award, in accordance with the limitations set forth in clause B.2);

(2) Any order for a combination of items in excess of (to be determined at contract award, in accordance with the limitations set forth in clause B.2);

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in

paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days beyond the expiration date of the contract.

I.7 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days of expiration of final contract period of performance.

I.8 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003) ALTERNATE I (JUN 2003)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b) (1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of _____ [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not

waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.9 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003) ALTERNATE II (OCT 1998) DEVIATION

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher

education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

| Employee Class | Monetary Wage- Fringe Benefits |
|----------------------|-----------------------------------|
| 29210 Lab Technician | \$32,022 + 33% Fringe |

I.11 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: none. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 14 days of solicitation issuance date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.12 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.13 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the

time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Note: Attachments 1 - 9 can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

| Number | Attachment Title |
|--------|---|
| 1 | SOW EXHIBIT A - SUMMARY OF REQUIREMENTS |
| 2 | SOW EXHIBIT B - REPORTING AND DELIVERABLES REQUIREMENTS |
| 3 | SOW EXHIBIT C - TARGET COMPOUND LIST AND CONTRACT REQUIRED QUANTITATION LIMITS |
| 4 | SOW EXHIBIT D - ANALYTICAL METHODS |
| 5 | SOW EXHIBIT E - QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES AND REQUIREMENTS |
| 6 | SOW EXHIBIT F - CHAIN-OF-CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD OPERATING PROCEDURES |
| 7 | SOW EXHIBIT G - GLOSSARY OF TERMS |
| 8 | SOW EXHIBIT H - FORMAT FOR ELECTRONIC DATA DELIVERABLES |
| 9 | SOW APPENDIX A -USEPA REGISTRY NAMES, SYNONYMS, AND CAS REGISTRY NUMBERS |
| 10 | PRE-AWARD PERFORMANCE EVALUATION-INSTRUCTIONS |
| 11 | ORGANICS PRE-AWARD CONTRACT COMPLIANCE SCORING |
| 12 | PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE |
| 13 | MULTIMEDIA ORGANIC VERIFICATION AND CERTIFICATION FORM |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not

participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under

this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government,

the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541380 Testing Laboratories.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more

veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

-- "Women-owned small business concern," means a small business concern

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13

CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[](ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the

performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

**K.14 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in

order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4).

Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.15 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.16 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.17 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.18 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|---|
| 52.204-6 | OCT 2003 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER |
| 52.215-1 | JAN 2004 | INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) |
| 52.222-24 | FEB 1999 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION |

L.2 INSTRUCTIONS TO OFFERORS

The following information is provided as an aide in preparing Section B.2

1) This contract consists of a 12 month **Base Period**, plus four 12 month **Option Periods**.

2) The fixed prices shall apply to the contract period of performance specified. ALL PRICES SHALL BE LISTED IN WHOLE DOLLAR AMOUNTS. OFFERORS SHALL PROPOSE PRICES FOR ALL CLINs/SUBCLINs LISTED.

3. The Government intends to award multiple contracts for the same services under this contract.

4. Offerors shall submit the following information to the Contracting Officer at the time of proposal submittal. Missing information may result in a determination of non-responsiveness and the proposal may be rejected as such.

| | |
|---|------------------------|
| Completed Section B.2 | Original plus 2 Copies |
| Completed Section F.9 | Original plus 2 Copies |
| Completed Section K | Original plus 2 Copies |
| Past Performance Client Summary Sheet* | (See footnote below) |
| Multimedia Organics Verification and Cert. Form | Original plus 2 Copies |
| (hardcopy and on disk) (Attachment 12) | |
| Laboratory Standard Operating Procedures | Original plus 2 Copies |
| (hardcopy and on disk) | |
| Quality Assurance Plan (L.18) | Original plus 2 Copies |

(hardcopy and on disk)

*The offeror shall complete the Client letter and the top portion of the Past Performance Questionnaire, and forward to the client. The offeror shall request that the client's Program Manager or other corporate representative complete and return the questionnaire within five (5) days after the bid due date for this solicitation. Completed attached Past Performance questionnaires should be submitted by the client via fax to Tanya Ellis at (202) 565-2557, or mailed to:

U.S. Environmental Protection Agency
1200 Pennsylvania Ave NW
Mail Code 3805R
Washington DC 20460
Attn: Tanya Ellis (3805R)

At the time of proposal submittal, offerors shall submit to the Contracting Officer one copy of a list containing the names, phone numbers, and company addresses of the individuals to whom the Past Performance Client Questionnaires (Attachment 12) were sent.

5. Unless otherwise noted in its proposal, with the submittal of its proposal, the contractor agrees to keep its offer effective for a minimum of 240 calendar days from proposal submittal date. The award date is anticipated to be in February 2005. Your offer must remain in effect for at least 240 calendar days in order to be considered a valid offer.

L.3 AWARD PROCESS

For information purposes only, the award process is described below:

Step 1: Contracting Officer receives technical proposals and forwards them to the Technical Evaluation Panel (TEP) for review and evaluation.

Step 2: Results from the Pre-Award Performance Evaluation Samples (PA-PES), CCS (including electronic data deliverable), evaluation of contractor's Quality Assurance Plan (QAP), and evaluation of contractor's Standard Operating Procedures (SOP) are received.

Step 3: Contracting Officer receives reports from the TEP and determines which offerors who have passed the Pre-Award Qualification Requirements (PA-PES, CCS/electronic data deliverables, and QAP/SOP evaluation) will be invited to submit price proposals. Clarifications/discussions with offerors may occur during this step.

Step 4: Contracting Officer receives price proposals and ranks all proposals from the lowest priced to the highest priced proposals.

Step 5: EPA performs responsibility checks on those offerors who have passed the Pre-Award Qualification Requirements (PA-PES, CCS/electronic data deliverable, and QAP/SOP evaluation) and are apparent successful offerors based on price comparison. As part of the responsibility check, on-site

audits will be conducted to determine the laboratory's ability to meet equipment and facility requirements, as well as to verify the capacity of the laboratory. The Contracting Officer makes a written determination of responsibility or non-responsibility. Responsibility checks include, but are not limited to, past performance, financial, equipment reviews and on-site audits.

Step 6: EPA awards contracts to those offerors who have passed the responsibility check.

Note: Should any one of the offerors fail to pass any applicable Pre-Award Performance Evaluation Sample requirement, Contract Compliance Screening (including Electronic Data Deliverable), QAP/SOP Evaluation, or responsibility determination (including on-site audit), its offer will be rejected immediately as non-responsible. Should an offeror fail any of the aforementioned items, the next qualified offeror will become eligible for award. This procedure will be followed until the Government's total requirement has been met (combined total of 48,000 samples annually).

L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es) :

<http://www.arinet.gov/far/>

L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of March 1, 2005.

L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$ N/A. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five contracts and subcontracts completed in the last three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider

the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on

an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.11 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at _____ on _____ at:

(date/site availability to be determined prior to release of final RFP)

Offerors planning to attend the conference should provide written notification to the contract specialist at least _____ calendar days prior to the conference date.

L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.13 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.14 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the

solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.15 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Up to 50%

(b) 8(a) Program: Not Applicable

L.16 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.17 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.18 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding

bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors

and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL: _____

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ronald Reagan Building, 6th Floor
 1300 Pennsylvania, Ave
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date
Time

Solicitation Number: _____

Offeror's Name and Address: _____

L.19 SPECIAL INSTRUCTIONS TO OFFERORS-QUALIFICATION REQUIREMENTS

The services required by this acquisition will be procured through the Two-Step Solicitation process using a Request for Proposal (RFP) and Pre-Award Qualification Requirements consisting of the evaluation of a Pre-Award Performance Evaluation Sample, Contract Compliance Screening Audit, Electronic Data Deliverable test, evaluation of the Contractor's Quality Assurance Plan, evaluation of the Contractor's Standard Operating Procedures and an on-site laboratory audit.

The Pre-Award Performance Evaluation Sample (PA-PES) analysis is designed to test a offeror's ability to detect organic target analytes of interest within established detection limits. The PA-PES analysis will be conducted and results scored in accordance with Attachment 10, Pre-Award Performance Evaluation Instructions to this RFP. Offerors must score at least 75% of available points on this analysis in order to be considered for award.

(A) Offerors shall request a PA-PES from the Contracting Officer by Date TBD in order to have sufficient time to perform the analysis and prepare appropriate documentation as detailed in this provision. PA-PES's will be delivered to requesting offerors on or about Date TBD. Analysis of the PES and completion of all **hardcopy** sample analysis documentation must be completed and received by the Agency-designated location within the 14 calendar day turn-around time frame as specified in Attachment 15. Offerors who do not meet the established due date for the PA-PES result and hardcopy deliverables will be found non-responsible regarding their ability to meet the technical and /or delivery requirements of the Statement of Work and will not be considered for award.

(B) The request must contain the following information: 1) EXACT address for shipment of the sample (Samples will be sent via courier (FEDEX) so the address must be appropriate for this form of delivery.) 2) Name and telephone number of the company's point of contact for discussions related to the testing. 3) Requests may be sent electronically to: ellis.tanya@epa.gov

or faxed to the attention of Tanya Ellis at the following facsimile number (202)565-2557. Hardcopy requests may be sent to one of the following addresses:

U.S. Mail

U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Attn: Tanya Ellis (3805R)

Courier/Hand Delivery (Federal Express, UPS, Airborne, etc.)

Ronald Reagan Building
Office of Acquisition Management
6th Floor/Room 61107
1300 Pennsylvania Avenue
Washington DC 20004
Bid and Proposal Room
Attn: Tanya Ellis (3805R)

All requests received will be confirmed by telephone call by Ms. Ellis to the company's point of contact stated in the request.

L.20 QUALITY ASSURANCE MANAGEMENT PLAN

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a hardcopy and electronic copy of their Quality Assurance (QA) management plan setting forth the offerors's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offerors's general approach for accomplishing the QA specifications in the Statement of Work.

L.21 HISTORICAL DATA

The following information is based on historical data, and the data is provided for information purposes only.

During the past 3 years, the total aggregate dollar value expended on CLP Organic Samples purchases is approximately \$9 million per year.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Pre-Award Qualification Requirements Evaluation Criteria:

The services required by this acquisition will be procured through the Two-Step Solicitation process using a Request for Proposal (RFP) and Pre-Award Qualification Requirements consisting of the below listed factors.

Only those offerors determined to be capable of performing the contract by demonstration of their ability to meet the below listed factors will be invited to submit price proposals. Proposals will be evaluated based on the information presented in the written proposals. Such information will demonstrate to the evaluators the offeror's qualifications in regard to the evaluation criteria as set forth below. The following criteria are evaluation factors and significant subfactors to determine the quality of product or service:

| <u>Factor</u> | <u>Criteria</u> |
|--|-----------------|
| 1- Past Performance | Pass/Fail |
| 2- Pre-Award Performance Evaluation Sample | Pass/Fail |
| 3- Contract Compliance Screening Audit | Pass/Fail |
| 4- Quality Assurance Plan | Pass/Fail |
| 5- Standard Operating Procedures | Pass/Fail |

The proposal instructions in Section L clause entitled "Instructions to Offerors," and the Section L clause entitled "Special Instructions to Offerors - Qualification Requirements" are hereby incorporated into these evaluation criteria.

1. Past Performance (Pass/Fail)

The offeror's past performance evaluation will be based on the information presented in its proposal, on information obtained from the offeror's supplied references, on information obtained through the National Institutes of Health (NIH) Contractor Performance System (CPS) (if applicable), and on other information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the follow areas, which are all of equal importance:

- 1) Quality of services/supplies
- 2) Timeliness of performance
- 3) Effectiveness of management
- 4) Initiative in meeting requirements
- 5) Response to Technical Direction
- 6) Responsiveness to performance problems
- 7) Compliance with cost/price estimate
- 8) Customer satisfaction
- 9) Overall performance

Offerors with no past performance history, whose past performance history is not relevant, or for whom past performance data is not available, will not be evaluated favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the offeror's prior performance can be evaluated. Note: If an offeror does not submit past performance information as required, and EPA becomes aware that the offeror has past performance history, the offeror may be deemed ineligible for award.

2. Pre-Award Performance Evaluation Sample (Pass/Fail)

The Pre-Award Performance Evaluation Sample (PA-PES) analysis is designed to

test a offeror's ability to detect organic target analytes of interest within established detection limits. The PA-PES analysis will be conducted and results scored in accordance with Attachment 10, Pre-Award Performance Evaluation Instructions to this RFP. Offerors must score at least 75% of available points on this analysis in order to be considered for award.

3. Contract Compliance Screening Audit (Pass/Fail)

The Contract Compliance Screening Audit (CCS) is designed to test an offeror's ability to meet the stringent Quality Control/Quality Assurance requirements necessary to support the Agency's mission. The CCS also demonstrates an offeror's ability to deliver data in the specified electronic data deliverable format. CCS will be performed in accordance with Attachment 11 of this RFP. Offerors must score at least 75% of available points to be considered for award.

4. Quality Assurance Plan (Pass/Fail)

Evaluation of the Contractor's Quality Assurance Plan (QAP) is designed to determine an offeror's ability to comply with the requirements of Exhibit E of the SOM1.X Statement of Work (Attachment 5). Within this evaluation factor, the following subfactors shall be evaluated, each being of equal importance:

- a. Quality Assurance (QA) Policy and Objective
- b. QA Organization Documentation
- c. Definition of QA Roles and Responsibilities
- d. Designation of a Quality Control Officer or Manager
- e. Statement of Internal Audit Processes
- f. Reporting Relationships/Lines of Communication
- g. Document Control Procedures
- h. Resumes, Education and Experience of Key Personnel
- i. Employee Training Procedures/Documentation
- j. Instrumentation and Equipment Inventory Listing
Laboratory must show sufficient redundancy for major equipment to establish fact that laboratory is capable of performing the contract in case of major equipment failure. This shall include establishment that laboratory has a minimum of two operating systems (or if the laboratory has only one, a demonstration of the ability to obtain a second operating system within 30 days of contract award) of the following equipment: (I) GC/MS systems for volatile analysis; (II) GC/MS systems for semivolatile analysis; (III) Purge and trap devices capable of handling both soil and water samples, and; (IV) GC systems for pesticide and PCB analysis. All major equipment must be capable of meeting

performance criteria as detailed in the Statement of Work.

- k. Laboratory Information System (or Equivalent) Availability
The laboratory must have sufficient means to collect and report electronic results via HTML in the format as specified in Exhibit H of the Statement of Work. The Quality Assurance Plan must specify the equipment and any pertinent software to be used to perform the contract requirements.
- l. Maintenance Activities/Schedules
- m. Procedures for Preparation, Review, Approval and Revision of Standard Operating Procedures
- n. Procedures for Training Employees on Contract Statement of Work
- o. Procedures for Purchase, Preparation and Validation of Chemical Standards
- p. Procedures for Calibration of Analytical Balances, Ovens and Thermometers
- q. Procedures for Data Collection Processes
- r. Procedures for Data Validation and Reporting
- s. Procedures for Solvent Purity/Integrity
- t. Procedures for Reference Material/Standard Integrity
- u. Procedures for Internal Audits and Inspections
- v. Procedures for Corrective Actions
- w. External Third Party Audit/Accreditation Processes
- x. QA Reporting Practices and Procedures

5. Standard Operation Procedures (Pass/Fail)

Evaluation of the Contractor's Standard Operating Procedures (SOP) is designed to determine an offeror's ability to comply with the requirements of Exhibit F of the SOM1.X Statement of Work (Attachment 6). Within this evaluation factor, the following subfactors shall be evaluated, each being of equal importance:

- a. Evidentiary SOPs
- b. Sample Receipt/Storage SOPs
- c. Sample Preparation for Each Method Performed
- d. Glassware Cleaning SOPs

- e. Laboratory Balance SOPs for Each Balance Used
- f. Analytical Procedures SOPs for Each Analytical System (including GPC)
- g. Maintenance Activity SOPs for Each Analytical System (including GPC)
- h. Analytical Standard SOPs
- i. Data Reduction Procedures SOPs
- j. Documentation Policy/Procedures SOPs
- k. Data Validation/Self Inspection Procedures SOPs
- l. Data Management and Handling SOPs

ATTACHMENT 1

SOW EXHIBIT A - SUMMARY OF REQUIREMENTS

ATTACHMENT 1

SOW EXHIBIT A - SUMMARY OF REQUIREMENTS

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/program/clp/som1.htm>

ATTACHMENT 2

SOW EXHIBIT B - REPORTING AND DELIVERABLES REQUIREMENTS

ATTACHMENT 2

SOW EXHIBIT B - REPORTING AND DELIVERABLES REQUIREMENTS

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 3

SOW EXHIBIT C - TARGET COMPOUND LIST AND CONTRACT REQUIRED QUANTITATION
LIMITS

ATTACHMENT 3

SOW EXHIBIT C - TARGET COMPOUND LIST AND CONTRACT REQUIRED QUANTITATION
LIMITS

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 4

SOW EXHIBIT D - ANALYTICAL METHODS

ATTACHMENT 4

SOW EXHIBIT D - ANALYTICAL METHODS

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 5

SOW EXHIBIT E - QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES AND REQUIREMENTS

ATTACHMENT 5
QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES AND REQUIREMENTS

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 6

SOW EXHIBIT F - CHAIN-OF-CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD
OPERATING PROCEDURES

ATTACHMENT 6

SOW EXHIBIT F - CHAIN-OF-CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD
OPERATING PROCEDURES

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 7

SOW EXHIBIT G - GLOSSARY OF TERMS

ATTACHMENT 7

SOW EXHIBIT G - GLOSSARY OF TERMS

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 8

SOW EXHIBIT H - FORMAT FOR ELECTRONIC DATA DELIVERABLES

ATTACHMENT 8

SOW EXHIBIT H - FORMAT FOR ELECTRONIC DATA DELIVERABLES

Note: The referenced attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 9

SOW APPENDIX A - USEPA REGISTRY NAMES, SYNONYMS, AND CAS REGISTRY NUMBERS

ATTACHMENT 9

SOW APPENDIX A - USEPA REGISTRY NAMES, SYNONYMS, AND CAS REGISTRY NUMBERS

Note: The reference attachment can be found at:

<http://www.epa.gov/superfund/programs/clp/som1.htm>

ATTACHMENT 10

PRE-AWARD PERFORMANCE EVALUATION INSTRUCTIONS

ATTACHMENT 10

ATTACHMENT 10 PRE-AWARD PERFORMANCE EVALUATION - INSTRUCTIONS AND CONTRACT
COMPLIANCE SCREENING SCORING

SOM01.X SOW Pre-Award Performance Evaluation Samples (PA-PES) Qualification Requirements

The purpose of this attachment is to advise the offeror on the procedure that Government will use to determine the offeror's qualification capabilities to perform sample analyses under the terms and conditions of this contract.

To determine, before award, the technical qualifications for performing the tasks outlined in this contract, we will require that offeror laboratories analyze and submit data for PA-PES that constitute the government's qualification requirement. We require acceptable performance in analyzing PA-PES for offeror laboratories to be considered capable of meeting the operational and quality standards required by this contract.

The USEPA Office of Superfund Remediation and Technology Innovation, Analytical Services Branch (ASB) will evaluate the laboratory PES data according to a full set of contract requirements that include, but are not limited, to the following:

- (1) Identification and quantitation of target analytes.
- (2) Identification of Tentatively Identified Compounds (TIC).
- (3) Accuracy of analytical data.
- (4) Ability to maintain a contamination free environment.
- (5) Ability to comply with reporting requirements.

For this solicitation, acceptable performance (passing score) of the PES has been defined as the following:

- (1) A minimum score of 75% out of 100% for the results from the PES as determined from the Performance Evaluation Sample Analysis Score Sheet.
- (2) A minimum of 300 points scored for each fraction of the PES (volatiles, semivolatiles, and pesticides) as determined from the Contract Compliance Screening evaluation.
- (3) A minimum of 75% out of a possible 100% final score as determined from the Contract Compliance Screening evaluation.

The Contracting Officer or his/her designee will provide Performance Evaluation Sample Instructions at the time of the Performance Evaluation Sample distribution defining the following requirements:

- Turnaround time for PES results and documentation
- PES preparation procedures
- Performance Evaluation Sample analysis and reporting requirements, if different from the SOM01.X SOW

- An address(es) for submission of data and offeror supplied documentation

To ensure that the offerors' PES data packages are scored in a timely manner prior to a contract award, offerors shall submit their PES data packages on or before the date stipulated in the PES Instructions. A PES data package that is not received by the Government by this deadline will not be scored. To guarantee that your data will be evaluated and scored within the time frame to insure eligibility for award, the PES data package must be received no later than the date or number of days specified in the PES Instructions.

For PES evaluation, the offeror will be given Performance Evaluation Samples to be analyzed in strict accordance with the technical methodology defined in the SOM01.X SOW. The PES must be analyzed by the offerors' laboratory, the offerors analytical equipment, and the offerors' personnel (i.e., subcontracting of the SOM01.X Performance Evaluation Samples will not be allowed and will result in the disqualification of the offeror from the solicitation). The PES are comprised of ampulated spiking concentrates for subsequent dilution into full volume aqueous PES. Specific PES Instructions will be provided at the time of PES distribution. The offerors are required to inspect the PES shipment upon arrival (at the verified time of sample receipt, or VTSR) and report any discrepancies or broken ampules for replacement within 48 hours of VTSR to the **Contracting Officer, Keith Upah at (202) 564-0870.** Requests for additional materials made after the two-day deadline may not be honored. All other solicitation inquiries must be directed to the Contracting Officer. The offerors PES results will be evaluated against the elements and weights identified in the PES Score Sheet given below.

The offeror will be required to provide **HARD COPY ONLY** PES Data Packages for evaluation that is fully compliant and complete with all the analytical and reporting requirements defined in the SOM01.X SOW (data must be submitted on forms identical to the ones designated in Section B of the SOW).

One complete hard copy PES Data Packages are required for evaluation. The offerors will receive instructions on where to send the data packages when they receive their PES.

**Performance Evaluation Sample (PES)
Analysis Score Sheet**

Note: Maximum number of points = 100 pts.

PES scoring algorithm deducts points from 100.

Minimum passing PES score = 75 pts.

Action and warning Prediction Interval (PI) Limits are statistically calculated from the results submitted. The warning limits for the PESs are set at the 80% confidence level with the action limits set at the 90% confidence level. The scoring procedure incorporates the following conditions:

- If a TCL or non-TCL compound added to the sample is not identified by 40% or more of laboratories, then that compound is not used in PES scoring.
- If a TCL compound not added to the sample (a TCL contaminant) is identified by 40% or more of laboratories, then that compound is not used in PES scoring.
- For TCL compounds, identification consists of listing a concentration on FORM I without the U qualifier.
- For non-TCL compounds, identification consists of listing a valid name and concentration on FORM I-TIC. A valid non-TCL compound name is one which can be recognized as (1) a proper name for the compound added to the sample or any synonym, or (2) the name of another compound (typically an isomer) with a nearly identical mass spectrum. For example, "unknown" is not valid as identification of 2-chlorotoluene for purposes of scoring, while all the following are valid as identification of 2-chlorotoluene: "1-chloro-2-methylbenzene", "unknown chlorotoluene isomer", and "4-chlorotoluene".

The government reserves the right to change the statistical calculation method of any PI or to not utilize a PI due to unexpected complications with the PES data set. The offerors PES results will be evaluated and scored using the following scoring algorithm:

$$\% \text{ Score} = 100 - (125 * \{ 2A + B + C \} / T) - (2.2 * D)$$

where:

- A = Number of TCL compounds added to the sample which the laboratory did not identify.
- B = Number of TCL compounds added to the sample which the laboratory identified but quantitated outside the action limits.
- C = Number of TCL contaminants (compounds not added to the sample) which the laboratory quantitated above the CLP SOW limits for blank contamination.
- D = Number of non-TCL compounds added to the sample which the laboratory

did not identify (the D term is limited to a maximum deduction of 11 points).

T = Total number of TCL compounds added to the sample which were used for scoring.

ATTACHMENT 11

ORGANICS PRE-AWARD CONTRACT COMPLIANCE SCORING

ATTACHMENT 11

ORGANICS PRE-AWARD CONTRACT COMPLIANCE SCORING

DRAFT SOM01.X PRE-AWARD CONTRACT COMPLIANCE SCREENING CHECKLIST

Lab Name: _____ Reviewer: _____
 Lab
 Address: _____ Date: _____

SUMMARY OF DATA REVIEW

Part I - Electronic Data Deliverable Review

All Requirements Met¹ YES ___ NO ___

Part II - Completeness Review

Points for Low/Medium Volatiles Completeness Review (Part IIA) _____ PTS

Points for Trace Volatiles Completeness Review (Part IIB) _____ PTS

Points for Semivolatiles Completeness Review (Part IIC) _____ PTS

Points for Pesticides Completeness Review (Part IID) _____ PTS

Points for Aroclors Completeness Review (Part IIE) _____ PTS

Total Points for Completeness Review (Parts IIA+IIB+IIC+IID+IIE)² _____ **PTS**

Part III - Compliance Review

Points for Low/Medium Volatiles Compliance Review (Part IIIA) _____ PTS

Points for Trace Volatiles Compliance Review (Part IIIB) _____ PTS

Points for Semivolatiles Compliance Review (Part IIIC) _____ PTS

Points for Pesticides Compliance Review (Part IIID) _____ PTS

Points for Aroclors Compliance Review (Part IIIE) _____ PTS

Total Points for Compliance Review (Parts IIIA+IIIB+IIIC+IIID+IIIE)³ _____ **PTS**

Final Points (Parts IB+IIA+IIB+IIC+IIIA+IIIB+IIIC) _____ **PTS**

| Final Score (Final Points ÷ 2250 x 100)⁴ | % |
|--|----------|
|--|----------|

- Note 1: If the Electronic Data Deliverable (EDD) is not submitted, is not in the specified format, or does not meet all of the requirements identified in Part I, the laboratory will have five business days (excluding Saturday, Sunday, and government holidays) from the time of notification to submit a corrected EDD. Corrections must be submitted by 5:00pm eastern standard time on the fifth business day. There are no points associated with Part I; however, failure to comply with any of the requirements will result in automatic disqualification of the laboratory for the CCS requirements.
- Note 2: In order for a laboratory to successfully complete Part II of the SOM01.X Pre-award Contract Compliance Screening (CCS), a minimum of 100 points (50%) is required for each analysis fraction (low/medium volatiles, trace volatiles, semivolatiles, pesticides, and aroclors). Failure to obtain the required minimum points for any analysis fraction will result in automatic disqualification of the laboratory for the CCS requirements.
- Note 3: In order for a laboratory to successfully complete Part III of the SOM01.X Pre-award CCS, a minimum of 125 points (50%) is required for each analysis fraction. Failure to obtain the required minimum points for any analysis fraction will result in automatic disqualification of the laboratory for the CCS requirements.
- Note 4: In order for a laboratory to successfully complete the **SOM01.X Pre-award CCS, a minimum Final Score of 75% (1688 total points) is required.**

PART I**Electronic Data Deliverable Review**

The electronic data deliverable (EDD) will be processed to determine if the data meet the following requirements. Failure to comply with any one of the requirements listed below within the allotted time (see Note 1), will automatically result in a disqualification on the CCS requirement and will result in a **Final Score of zero**. In addition, if an EDD is not submitted or is not in the format specified in Exhibits B and H of the SOM01.X Statement of Work (SOW), it will automatically result in a **Final Score of zero**.

| Requirements | Requirement Met? | |
|---|------------------------------|-----------------------------|
| 1. All required sample analyses must be reported. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. A primary and confirmation analysis each with unique CG Column Identifiers must be reported for the Pesticides and Aroclors fractions. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. There must be one occurrence of the CAS Number for each required target compound, internal standard, deuterated monitoring compound, or surrogate reported in the CASRegistryNumber field in an Analyte node for each sample, blank, and standard. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4. There must be one occurrence of the CAS Number for each required target compound reported in the CASRegistryNumber field in a ReportedResult node for each sample and blank. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5. A valid Fraction must be reported in the LabDataPackageName field in every Header node. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6. The EPA Sample Number must be reported in the ClientSampleID field in every SamplePlusMethod node and in the ClientAnalysisID field in every Analysis node. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7. A valid Sample Matrix must be reported in the MatrixID field in every SamplePlusMethod node. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8. A valid QC Type must be reported in the QCType field in every SamplePlusMethod and InstrumentQC node and must correctly identify the standard, sample, or blank. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9. A unique Lab Instrument QC ID must be reported in the LabInstrumentQCID field in every InstrumentQC node. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10. The Analysis Batch and Analysis Batch End identifiers must be reported in the AnalysisBatch and AnalysisBatchEnd fields in every Analysis node. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

- | | | |
|--|-----------------|----------------|
| 11. The Analysis Group ID must be reported in the AnalysisGroupID field in every Analysis and AnalysisGroup node for initial calibration. | YES ____ | NO ____ |
| 12. A valid date and time of analysis must be present in the AnalyzedDate field in every Analysis node. | YES ____ | NO ____ |
| 13. A unique Lab File ID must be reported in the LabAnalysisID field in every Analysis node. | YES ____ | NO ____ |
| 14. A Run Batch identifier must be reported in the RunBatch field in every Analysis node. | YES ____ | NO ____ |
| 15. The correct Client Analyte ID must be reported in the ClientAnalyteID field in every ReportedResult and Analyte node. | YES ____ | NO ____ |
| 16. The Cleanup Date and Time must be reported correctly in the CleanedUpDate field in every PreparationPlusCleanup node that is used to report cleanup data. | YES ____ | NO ____ |
| 17. A Cleanup Batch identifier must be reported in the CleanupBatch field in every PreparationPlusCleanup node that is used to report cleanup data. | YES ____ | NO ____ |
| 18. A Preparation Batch identifier must be reported in the PreparationBatch field in every PreparationPlusCleanup node that is used to report preparation data. | YES ____ | NO ____ |
| 19. The Preparation Date and Time must be reported correctly in the PreparedDate field in every PreparationPlusCleanup node that is used to report preparation data. | YES ____ | NO ____ |
| 20. A Peak Identifier must be reported correctly in the PeakID field in every Peak and PeakComparison node. | YES ____ | NO ____ |
| All Requirements Met | YES ____ | NO ____ |

Part II**Completeness Review****Total Possible Points = 1000**

Each fraction of the data package will be reviewed for completeness in accordance with the following criteria. The maximum points possible for the **completeness of each fraction is 200.**

A. Low/Medium Volatiles Completeness Review**Possible Points = 200**

1. Deuterated Monitoring Compound Recovery (Form II VOA-1, VOA-2, VOA-3, VOA-4)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per Form. A maximum of 10 points can be deducted for this item.) - _____ PT
S
2. Method Blank Summary (Form IV VOA)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
3. GC/MS Instrument Performance Check (Form V VOA)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
4. Internal Standard Area and RT Summary (Form VIII VOA)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
5. TCL Results (Form I VOA-1, VOA-2)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 20 points is deducted for this item.) - _____ PT
S
6. Tentatively Identified Compounds (Form I VOA-TIC)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S
7. Reconstructed Total Ion Chromatograms (RIC)
(5 points deducted for each missing RIC and 1 point deducted for each missing data element on each RIC up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) - _____ PT
S

8. Quantitation Reports
(5 points deducted for each missing quantitation report and 1 point deducted for each missing data element on each quantitation report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) - _____ PT
S
9. Raw Spectra and Background-Subtracted Mass Spectra of Target Compounds Identified
(5 points deducted for each missing spectra and 1 point deducted for each missing data element on each spectra up to a maximum of 5 points. A maximum of 15 points is deducted for this item.) - _____ PT
S
10. Mass Spectra of All Reported TICs with Three Best Library Matches
(5 points deducted for each missing set of spectra and 1 point deducted for each missing data element for each set of spectra up to a maximum of 5 points. A maximum of 15 points is deducted for this item.) - _____ PT
S
11. Initial Calibration Data (Form VI VOA-1, VOA-2, VOA-3)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S
12. RICs and Quantitation Reports for Initial Calibration Standards
(5 points deducted for each missing RIC or quantitation report and 1 point deducted for each missing data element on each RIC or quantitation report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) - _____ PT
S
13. Continuing Calibration Data (Form VII VOA-1, VOA-2, VOA-3)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S
14. RICs and Quantitation Reports for Continuing Calibration Standards
(5 points deducted for each missing RIC or quantitation report and 1 point deducted for each missing data element on each RIC or quantitation report up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S
15. BFB Raw Data (Bar Graph Spectrum, Mass Listing, and RIC)
(5 points deducted for each raw data missing and 1 point deducted for each missing data element on each raw data up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S

| | | |
|--|---------|---------|
| Total Points Deducted for Low/Medium Volatiles Completeness Review | - _____ | PT S |
| Total Points for Low/Medium Volatiles Completeness Review (Part IIA) | | PT |
| (200 - Total Points Deducted) | ===== | S |

B. Trace Volatiles Completeness Review**Possible Points = 200**

- | | | | |
|----|---|---------|---------|
| 1. | Deuterated Monitoring Compound Recovery (Form II VOA-1, VOA-2) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per Form. A maximum of 10 points can be deducted for this item.) | - _____ | PT S |
| 2. | Method Blank Summary (Form IV VOA) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 3. | GC/MS Instrument Performance Check (Form V VOA) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 4. | Internal Standard Area and RT Summary (Form VIII VOA) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 5. | TCL Results (Form I VOA-1, VOA-2) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 20 points is deducted for this item.) | - _____ | PT S |
| 6. | Tentatively Identified Compounds (Form I VOA-TIC) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 7. | Reconstructed Total Ion Chromatograms (RIC) (5 points deducted for each missing RIC and 1 point deducted for each missing data element on each RIC up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) | - _____ | PT S |
| 8. | Quantitation Reports (5 points deducted for each missing quantitation report and 1 point deducted for each missing data element on each quantitation report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) | - _____ | PT S |

| | | |
|--|--------------|-----------------|
| 9. Raw Spectra and Background-Subtracted Mass Spectra of Target Compounds Identified (5 points deducted for each missing spectra and 1 point deducted for each missing data element on each spectra up to a maximum of 5 points. A maximum of 15 points is deducted for this item.) | - _____ | PT S |
| 10. Mass Spectra of All Reported TICs with Three Best Library Matches (5 points deducted for each missing set of spectra and 1 point deducted for each missing data element for each set of spectra up to a maximum of 5 points. A maximum of 15 points is deducted for this item.) | - _____ | PT S |
| 11. Initial Calibration Data (Form VI VOA-1, VOA-2, VOA-3) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 12. RICs and Quantitation Reports for Initial Calibration Standards (5 points deducted for each missing RIC or quantitation report and 1 point deducted for each missing data element on each RIC or quantitation report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) | - _____ | PT S |
| 13. Continuing Calibration Data (Form VII VOA-1, VOA-2, VOA-3) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 14. RICs and Quantitation Reports for Continuing Calibration Standards (5 points deducted for each missing RIC or quantitation report and 1 point deducted for each missing data element on each RIC or quantitation report up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 15. BFB Raw Data (Bar Graph Spectrum, Mass Listing, and RIC) (5 points deducted for each raw data missing and 1 point deducted for each missing data element on each raw data up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| Total Points Deducted for Trace Volatiles Completeness Review | - _____ | PT S |
| Total Points for Trace Volatiles Completeness Review (Part IIA) (200 - Total Points Deducted) | ===== | PT S |

C. Semivolatiles Completeness Review**Possible Points = 200**

1. Surrogate Recovery (Form II SV-1, SV-2, SV-3, SV-4)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per Form. A maximum of 10 points can be deducted for this item.) - _____ PT
S
2. Method Blank Summary (Form IV SV)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
3. GC/MS Instrument Performance Check (Form V SV)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
4. Internal Standard Area and RT Summary (Form VIII SV-1, SV-2)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
5. TCL Results (Form I SV-1, SV-2)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 20 points is deducted for this item.) - _____ PT
S
6. Tentatively Identified Compounds (Form I SV-TIC)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S
7. Reconstructed Total Ion Chromatograms (RIC)
(5 points deducted for each missing RIC and 1 point deducted for each missing data element on each RIC up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) - _____ PT
S
8. Quantitation Reports
(5 points deducted for each missing quantitation report and 1 point deducted for each missing data element on each quantitation report up to a maximum of 5 points. A maximum of 20 points is deducted for this item). - _____ PT
S

| | | |
|--|---------|---------|
| 9. Raw Spectra and Background-Subtracted Mass Spectra of Target Compounds Identified (5 points deducted for each missing spectra and 1 point deducted for each missing data element on each spectra up to a maximum of 5 points. A maximum of 15 points is deducted for this item.) | - _____ | PT S |
| 10. Mass Spectra of All Reported TICs with Three Best Library Matches (5 points deducted for each missing set of spectra and 1 point deducted for each missing data element for each set of spectra up to a maximum of 5 points. A maximum of 15 points is deducted for this item.) | - _____ | PT S |
| 11. Initial Calibration Data (Form VI SV-1, SV-2, SV-3) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 12. RICs and Quantitation Reports for Initial Calibration Standards (5 points deducted for each missing RIC or quantitation report and 1 point deducted for each missing data element on each RIC or quantitation report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) | - _____ | PT S |
| 13. Continuing Calibration Data (Form VII SV-1, SV-2, SV-3) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 14. RICs and Quantitation Reports for Continuing Calibration Standards (5 points deducted for each missing RIC or quantitation report and 1 point deducted for each missing data element on each RIC or quantitation report up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 15. DFTPP Raw Data (Bar Graph Spectrum, Mass Listing, and Ric) (5 points deducted for each raw data missing and 1 point deducted for each missing data element on each raw data up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| Total Points Deducted for Semivolatiles Completeness Review | - _____ | PT S |
| Total Points for Semivolatiles Completeness Review (Part IIB) (200 - Total Points Deducted) | ===== | PT S |

D. Pesticides Completeness Review**Possible Points = 200**

1. Surrogate Recovery (Form II PEST-1)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per Form. A maximum of 10 points can be deducted for this item.) - _____ PT
S
2. Method Blank Summary (Form IV PEST)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
3. TCL Results (Form I PEST)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
4. Chromatograms (Primary and Secondary GC Column Analysis)
(5 points deducted for each missing chromatogram and 1 point deducted for each missing data element on each chromatogram up to a maximum of 5 points per chromatogram. A maximum of 20 points is deducted for this item.) - _____ PT
S
5. GC Integration Report or Data System Printout for Both GC Columns
(5 points deducted for each missing integration report and 1 point deducted for each missing data element on each integration report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) - _____ PT
S
6. GC/MS Confirmation Data (Raw Spectra and Background-Subtracted Mass Spectra)
(5 points deducted for each missing spectra and 1 point deducted for each missing data element on each spectra up to a maximum of 5 points per spectra. A maximum of 10 points is deducted for this item.) - _____ PT
S
7. Initial Calibration of Single and Multi-Component Analytes (Form VI PEST-1, PEST-2, PEST-3, PEST-4 for both GC columns)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S

8. Analyte Resolution Summary (Form VI PEST-5 for both GC columns)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points. A maximum of 10 points is deducted for this item.) - _____ PT
S
9. Performance Evaluation Mixture (Form VI PEST-6)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
10. Individual Standard Mixture A and B or Mixture C (Form VI PEST-7, PEST-8 or Form VI PEST-9, PEST-10)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
11. Calibration Verification Summary (Form VII PEST-1, Form VII PEST-2 or PEST-3 for both GC columns)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
12. Toxaphene Calibration Verification Summary (Form VII PEST-4 if Toxaphene is detected)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
13. Analytical Sequence (Form VIII PEST for both GC columns)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
14. Florisil Cartridge Check (Form IX PEST-1)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 5 points is deducted for this item.) - _____ PT
S
15. Pesticide Identification Summary for Single and Multi-Component Analytes (Form X PEST-1, PEST-2)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S

16. Chromatograms and data system printouts for all standards
(5 points deducted for each missing chromatogram or
integration report and 1 point deducted for each missing
data element on each chromatogram or integration report up
to a maximum of 5 points per chromatogram or integration
report. A maximum of 35 points is deducted for this item.) - _____ PT
S

Total Points Deducted for Pesticides Completeness Review - _____ **PT**
S

Total Points for Pesticides Completeness Review (Part IIC) **PT**
(200 - Total Points Deducted) **S**

E. Aroclors Completeness Review**Possible Points = 200**

1. Surrogate Recovery (Form II ARO-1)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per Form. A maximum of 10 points can be deducted for this item.) - _____ PT
S
2. Method Blank Summary (Form IV ARO)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
3. TCL Results (Form I ARO)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each Form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) - _____ PT
S
4. Chromatograms (Primary and Secondary GC Column Analysis)
(5 points deducted for each missing chromatogram and 1 point deducted for each missing data element on each chromatogram up to a maximum of 5 points per chromatogram. A maximum of 20 points is deducted for this item.) - _____ PT
S
5. GC Integration Report or Data System Printout for Both GC Columns
(5 points deducted for each missing integration report and 1 point deducted for each missing data element on each integration report up to a maximum of 5 points. A maximum of 20 points is deducted for this item.) - _____ PT
S
6. GC/MS Confirmation Data (Raw Spectra and Background-Subtracted Mass Spectra)
(5 points deducted for each missing spectra and 1 point deducted for each missing data element on each spectra up to a maximum of 5 points per spectra. A maximum of 10 points is deducted for this item.) - _____ PT
S
7. Initial Calibration (Form VI ARO-1, ARO-2, ARO-3 for both GC columns)
(5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 20 points is deducted for this item.) - _____ PT
S

| | | | |
|---|--|---------|-----------------|
| 8. | Calibration Verification Summary (Form VII ARO-1 for both GC columns) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 20 points is deducted for this item.) | - _____ | PT S |
| 9. | Analytical Sequence (Form VIII ARO for both GC columns) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 10 points is deducted for this item.) | - _____ | PT S |
| 10. | Identification Summary for Multi-Component Analytes (Form X ARO) (5 points deducted for each missing Form and 1 point deducted for each missing data element on each form up to a maximum of 5 points per form. A maximum of 20 points is deducted for this item.) | - _____ | PT S |
| 11. | Chromatograms and data system printouts for all standards (5 points deducted for each missing chromatogram or integration report and 1 point deducted for each missing data element on each chromatogram or integration report up to a maximum of 5 points per chromatogram or integration report. A maximum of 50 points is deducted for this item.) | - _____ | PT S |
| Total Points Deducted for Aroclors Completeness Review | | - _____ | PT S |
| Total Points for Aroclors Completeness Review (Part IIC) (200 - Total Points Deducted) | | ===== | PT S |

PART III**Data Compliance Review****Total Possible Points = 1250**

Each fraction of the diskette deliverable will be reviewed for technical compliance in accordance with the following criteria. The maximum points possible for the **compliance of each fraction is 250.**

A. Low/Medium Volatiles Compliance Review**Possible Points = 250**

- | | | | |
|----|---|---------|---------|
| 1. | Deuterated Monitoring Compounds (DMCs) | - _____ | PT S |
| a. | DMC percent recovery is missing or incorrect for sample or blank. (1 point deducted for each missing or incorrect value up to a maximum of 10 points) | - _____ | PTS |
| b. | Total DMC recoveries outside QC limits is missing or incorrect for sample or blank. (5 points deducted for each missing or incorrect value up to a maximum of 5 points) | - _____ | PTS |
| c. | DMC percent recovery for sample or blank does not meet SOW specifications and no re-analysis was performed. (5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) | - _____ | PTS |
| 2. | Blanks | - _____ | PT S |
| a. | Associated method blank is missing. (5 points for each missing blank up to a maximum of 5 points) | - _____ | PTS |
| b. | Method blank contamination exceeds the allowable limits. (5 points for each contaminated blank that is associated to samples that were not re-analyzed up to a maximum of 5 points) | - _____ | PTS |
| c. | During the 12-hour period in which samples are analyzed, the method blank is not analyzed after the calibration standards and prior to sample analysis. (5 points for each blank not analyzed in the proper sequence up to a maximum of 5 points) | - _____ | PTS |

- d. Method blank analysis for low soil samples was an unheated purge.
(5 points for each low soil method blank that was not heated purge up to a maximum of 5 points) - _____ PTS
3. Instrument Performance Check (BFB Tune) - _____ PT
S
- a. M/E or percent relative abundance values are missing for the instrument performance check of the tune.
(1 point for each missing M/E or percent relative abundance up to a maximum of 5 points) - _____ PTS
- b. Standards are analyzed when BFB criteria is not met.
(5 points for each non-compliant tune up to a maximum of 10 points) - _____ PTS
- c. Sample, blank, or standard is not analyzed after injection of BFB.
(1 point for each standard, sample, or blank not analyzed after up to a maximum of 5 points) - _____ PTS
- d. Purge is incorrect for associated instrument performance check of the tune.
(1 point for each incorrect purge up to a maximum of 5 points) - _____ PTS
4. Internal Standards - _____ PT
S
- a. Internal standard area or retention time is missing.
(1 point for each missing area or retention up to a maximum of 10 points) - _____ PTS
- b. Area for internal standard is outside QC limits for sample or blank and no re-analysis is performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS

- c. Retention time of internal standards is changed by more than 30 seconds for sample or blank and no re-analysis is performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS
5. Analytical Results - _____ PT
S
- a. Quantitation limit of non-detected target compound is incorrect based on the given information and the specified CRQL value in SOW.
(1 point for each incorrect quantitation limit up to a maximum of 10 points) - _____ PTS
- b. Diluted re-analysis is missing for sample with analyte area response exceeding the initial calibration range.
(5 points for each missing dilution up to a maximum of 10 points) - _____ PTS
- c. Sample concentration or concentration units is missing for sample or blank.
(1 point for each missing concentration or unit up to a maximum of 10 points) - _____ PTS
- d. EPA defined qualifiers are missing or incorrect for sample or blank.
(1 point for each missing or incorrect qualifier up to a maximum of 10 points) - _____ PTS
- e. Estimated concentration, retention time, qualifier, or compound name is missing for TICs in sample or blank.
(1 point for each missing data element up to a maximum of 10 points) - _____ PTS
6. Initial Calibration - _____ PT
S
- a. RRF values are missing for associated initial calibration standard compounds.
(1 point for each missing RRF value or 5 points for each missing calibration standard up to a maximum of 20 points) - _____ PTS

- b. Average RRF values are missing or incorrect for the initial calibration.
(1 point for each missing or incorrect average RRF value up to a maximum of 5 points) - _____ PTS
- c. Percent RSD values are missing or incorrect for the initial calibration.
(1 point for each missing or incorrect percent RSD value up to a maximum of 5 points) - _____ PTS
- d. RRF or percent RSD values are outside QC limits.
(5 points for each non-compliant initial calibration standard up to a maximum of 10 points) - _____ PTS
- e. The first initial calibration standard is not analyzed after the associated instrument performance check of the tune.
(5 points for each initial calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS
- f. Purge is incorrect for associated initial calibration standard.
(1 point for each incorrect purge up to a maximum of 5 points) - _____ PTS
7. Continuing Calibration Verification - _____ PT
S
- a. RRF value is missing for associated opening or closing continuing calibration verification standard.
(1 point for each missing RRF value or 5 points for each missing calibration standard up to a maximum of 20 points) - _____ PTS
- b. Percent difference is missing or incorrect for associated opening or closing continuing calibration verification standard.
(1 point for each missing or incorrect percent difference up to a maximum of 5 points) - _____ PTS
- c. RRF or percent difference values are outside QC limits in associated opening or closing continuing calibration verification standard.
(5 points for each non-compliant continuing calibration standard up to a maximum of 10 points) - _____ PTS

- d. The continuing calibration verification standard is not analyzed after the associated instrument performance check of the tune.
(5 points for each continuing calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS
- e. The closing continuing calibration standard is missing after sample analysis.
(5 points for each continuing calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS
- f. Purge is incorrect for associated opening or closing continuing calibration verification standard.
(1 point for each incorrect purge up to a maximum of 5 points) - _____ PTS

| | | |
|--|--------------|-----------|
| Total Points Deducted for Low/Medium Volatiles Compliance Review - | _____ | PT |
| | | S |
| Total Points for Low/Medium Volatiles Compliance Review (Part IIIA) | | PT |
| (250 - Total Points Deducted) | ===== | S |

B. Trace Volatiles Compliance Review**Possible Points = 250**

1. Deuterated Monitoring Compounds (DMCs) - _____ PT
S
- a. DMC percent recovery is missing or incorrect for sample or blank.
(1 point deducted for each missing or incorrect value up to a maximum of 10 points) - _____ PTS
- b. Total DMC recoveries outside QC limits is missing or incorrect for sample or blank.
(5 points deducted for each missing or incorrect value up to a maximum of 5 points) - _____ PTS
- c. DMC percent recovery for sample or blank does not meet SOW specifications and no re-analysis was performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS
2. Blanks - _____ PT
S
- a. Associated method blank is missing.
(5 points for each missing blank up to a maximum of 5 points) - _____ PTS
- b. Method blank contamination exceeds the allowable limits.
(5 points for each contaminated blank that is associated to samples that were not re-analyzed up to a maximum of 5 points) - _____ PTS
- c. During the 12-hour period in which samples are analyzed, the method blank is not analyzed after the calibration standards and prior to sample analysis.
(5 points for each blank not analyzed in the proper sequence up to a maximum of 5 points) - _____ PTS
- d. Method blank analysis for low soil samples was an unheated purge.
(5 points for each low soil method blank that was not heated purge up to a maximum of 5 points) - _____ PTS

3. Instrument Performance Check (BFB Tune) - _____ PT
S
- a. M/E or percent relative abundance values are missing for the instrument performance check of the tune.
(1 point for each missing M/E or percent relative abundance up to a maximum of 5 points) - _____ PTS
- b. Standards are analyzed when BFB criteria is not met.
(5 points for each non-compliant tune up to a maximum of 10 points) - _____ PTS
- c. Sample, blank, or standard is not analyzed after injection of BFB.
(1 point for each standard, sample, or blank not analyzed after up to a maximum of 5 points) - _____ PTS
- d. Purge is incorrect for associated instrument performance check of the tune.
(1 point for each incorrect purge up to a maximum of 5 points) - _____ PTS
4. Internal Standards - _____ PT
S
- a. Internal standard area or retention time is missing.
(1 point for each missing area or retention time up to a maximum of 10 points) - _____ PTS
- b. Area for internal standard is outside QC limits for sample or blank and no re-analysis is performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS
- c. Retention time of internal standards is changed by more than 30 seconds for sample or blank and no re-analysis is performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS

5. Analytical Results - _____ PT
S
- a. Quantitation limit of non-detected target compound is incorrect based on the given information and the specified CRQL value in SOW. (1 point for each incorrect quantitation limit up to a maximum of 10 points) - _____ PTS
- b. Diluted re-analysis is missing for sample with analyte area response exceeding the initial calibration range. (5 points for each missing dilution up to a maximum of 5 points) - _____ PTS
- c. Sample concentration or concentration units is missing for sample or blank. (1 point for each missing concentration or unit up to a maximum of 10 points) - _____ PTS
- d. EPA defined qualifiers are missing or incorrect for sample or blank. (1 point for each missing or incorrect qualifier up to a maximum of 10 points) - _____ PTS
- e. Estimated concentration, retention time, qualifier, or compound name is missing for TICs in sample or blank. (1 point for each missing data element up to a maximum of 10 points) - _____ PTS
- f. Original un-diluted analysis was not performed. (5 points for each missing un-diluted analysis up to a maximum of 5 points) - _____ PTS
6. Initial Calibration - _____ PT
S
- a. RRF values are missing for associated initial calibration standard compounds. (1 point for each missing RRF value or 5 points for each missing calibration standard up to a maximum of 20 points) - _____ PTS
- b. Average RRF values are missing or incorrect for the initial calibration. (1 point for each missing or incorrect average RRF value up to a maximum of 5 points) - _____ PTS

- c. Percent RSD values are missing or incorrect for the initial calibration.
(1 point for each missing or incorrect percent RSD value up to a maximum of 5 points) - _____ PTS
- d. RRF or percent RSD values are outside QC limits.
(5 points for each non-compliant initial calibration standard up to a maximum of 10 points) - _____ PTS
- e. The first initial calibration standard is not analyzed after the associated instrument performance check of the tune.
(5 points for each initial calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS
- f. Purge is incorrect for associated initial calibration standard.
(1 point for each incorrect purge up to a maximum of 5 points) - _____ PTS
7. Continuing Calibration Verification - _____ PTS
- a. RRF value is missing for associated opening or closing continuing calibration verification standard.
(1 point for each missing RRF value or 5 points for each missing calibration standard up to a maximum of 20 points) - _____ PTS
- b. Percent difference is missing or incorrect for associated opening or closing continuing calibration verification standard.
(1 point for each missing or incorrect percent difference up to a maximum of 5 points) - _____ PTS
- c. RRF or percent difference values are outside QC limits in associated opening or closing continuing calibration verification standard.
(5 points for each non-compliant continuing calibration standard up to a maximum of 10 points) - _____ PTS
- d. The continuing calibration verification standard is not analyzed after the associated instrument performance check of the tune.
(5 points for each continuing calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS

- e. The closing continuing calibration standard is missing after sample analysis.
(5 points for each missing continuing calibration standard up to a maximum of 5 points) - _____ PTS

- f. Purge is incorrect for associated opening or closing continuing calibration verification standard.
(1 point for each incorrect purge up to a maximum of 5 points) - _____ PTS

| | | |
|---|----------------|-----------|
| Total Points Deducted for Trace Volatiles Compliance Review | - _____ | PT |
| | | S |
| Total Points for Trace Volatiles Compliance Review (Part IIIB) | | PT |
| (250 - Total Points Deducted) | ===== | S |

C. Semivolatiles Compliance Review**Possible Points = 250**

- | | | | |
|----|---|---------|---------|
| 1. | Deuterated Monitoring Compounds (DMCs) | - _____ | PT S |
| a. | DMC percent recovery is missing or incorrect for sample or blank. (1 point deducted for each missing or incorrect value up to a maximum of 10 points) | - _____ | PTS |
| b. | Total DMC recoveries outside QC limits is missing or incorrect for sample or blank. (5 points deducted for each missing or incorrect value up to a maximum of 10points) | - _____ | PTS |
| c. | DMC percent recovery for sample or blank does not meet SOW specifications and no re-analysis was performed. (5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) | - _____ | PTS |
| 2. | Blanks | - _____ | PT S |
| a. | Associated method blank is missing. (5 points for each missing blank up to a maximum of 10 points) | - _____ | PTS |
| b. | Method blank contamination exceeds the allowable limits. (5 points for each contaminated blank that is associated to samples that were not re-analyzed up to a maximum of 10 points) | - _____ | PTS |
| c. | Method blank extraction type is not the same as the associated samples. (5 points for each blank that has a different extraction type as its associated samples up to a maximum of 10 points) | - _____ | PTS |
| 3. | Instrument Performance Check (DFTPP Tune) | - _____ | PT S |

- a. M/E or percent relative abundance values are missing for the instrument performance check of the tune.
(1 point for each missing M/E or percent relative abundance up to a maximum of 5 points) - _____ PTS
- b. Standards were analyzed when DFTPP criteria was not met.
(5 points for each non-compliant tune up to a maximum of 10 points) - _____ PTS
- c. Sample, blank, or standard is not analyzed after injection of DFTPP.
(1 point for each standard, sample, or blank not analyzed after up to a maximum of 5 points) - _____ PTS

4. Internal Standards - _____ PT
S
- a. Internal standard area or retention time is missing.
(1 point for each missing area or retention up to a maximum of 10 points) - _____ PTS
- b. Area for internal standard is outside QC limits for sample or blank and no re-analysis is performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS
- c. Retention time of internal standards is changed by more than 30 seconds for sample or blank and no re-analysis is performed.
(5 points for each sample that is not re-analyzed, or blank that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS
5. Analytical Results - _____ PT
S
- a. Quantitation limit of non-detected target compound is incorrect based on the given information and the specified CRQL value in SOW.
(1 point for each incorrect quantitation limit up to a maximum of 10 points) - _____ PTS
- b. Diluted re-analysis is missing for sample with analyte area response exceeding the initial calibration range.
(5 points for each missing dilution up to a maximum of 10 points) - _____ PTS
- c. Sample concentration or concentration units is missing for sample or blank.
(1 point for each missing concentration or unit up to a maximum of 10 points) - _____ PTS
- d. EPA defined qualifiers are missing or incorrect for sample or blank.
(1 point for each missing or incorrect qualifier up to a maximum of 10 points) - _____ PTS

- e. Estimated concentration, retention time, qualifier, or compound name is missing for TICs in sample or blank.
(1 point for each missing data element up to a maximum of 10 points) - _____ PTS
6. Initial Calibration - _____ PT
S
- a. RRF values are missing for associated initial calibration standard compounds.
(1 point for each missing RRF value or 5 points for each missing calibration standard up to a maximum of 20 points) - _____ PTS
- b. Average RRF values are missing or incorrect for the initial calibration.
(1 point for each missing or incorrect average RRF value up to a maximum of 5 points) - _____ PTS
- c. Percent RSD values are missing or incorrect for the initial calibration.
(1 point for each missing or incorrect percent RSD value up to a maximum of 5 points) - _____ PTS
- d. RRF or percent RSD values are outside QC limits.
(5 points for each non-compliant initial calibration standard up to a maximum of 10 points) - _____ PTS
- e. The first initial calibration standard is not analyzed after the associated instrument performance check of the tune.
(5 points for each initial calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS
7. Continuing Calibration Verification - _____ PT
S
- a. RRF value is missing for associated opening or closing continuing calibration verification standard.
(1 point for each missing RRF value or 5 points for each missing calibration standard up to a maximum of 20 points) - _____ PTS

- b. Percent difference is missing or incorrect for associated opening or closing continuing calibration verification standard.
(1 point for each missing or incorrect percent difference up to a maximum of 5 points) - _____ PTS
- c. RRF or percent difference values are outside QC limits in associated opening or closing continuing calibration verification standard.
(5 points for each non-compliant continuing calibration standard up to a maximum of 10 points) - _____ PTS
- d. The continuing calibration verification standard is not analyzed after the associated instrument performance check of the tune.
(5 points for each continuing calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS
- e. The closing continuing calibration standard is missing after sample analysis.
(5 points for each continuing calibration standard not analyzed after the tune up to a maximum of 5 points) - _____ PTS

| | | |
|---|---------|-----------------|
| Total Points Deducted for Semivolatiles Compliance Review | - _____ | PT S |
| Total Points for Semivolatiles Compliance Review (Part IIIC) (250 - Total Points Deducted) | | PT S |

D. Pesticides Compliance Review**Possible Points = 250**

1. Surrogates - _____ PT
S
- a. Surrogate percent recovery is missing or incorrect for sample or blank.
(1 point deducted for each missing or incorrect value up to a maximum of 5 points) - _____ PTS
- b. Total number or surrogate recoveries outside QC limits is missing or incorrect for sample or blank.
(1 point deducted for each missing or incorrect value up to a maximum of 5 points) - _____ PTS
- c. Retention time for surrogates in sample, blank, or standard is missing.
(1 points for each missing retention time up to a maximum of 5 points) - _____ PTS
- d. Retention time for surrogates in sample, blank, or standard is outside the window and no re-analysis of the affected samples is performed.
(5 points for each sample that is not re-analyzed, or blank or standard that is associated to samples that were not re-analyzed, up to a maximum of 10 points) - _____ PTS
2. Blanks - _____ PT
S
- a. Associated method blank is missing.
(5 points for each missing blank up to a maximum of 5 points) - _____ PTS
- b. Method or sulfur blank contamination exceeds the allowable limits.
(5 points for each contaminated blank that is associated to samples that were not re-analyzed up to a maximum of 5 points) - _____ PTS
- c. Method blank extraction type is not the same as the associated samples.
(5 points for each sample with an extraction type that is different from the associated blank up to a maximum of 5 points) - _____ PTS

3. Analytical Results - _____ PT
S
- a. Quantitation limit of non-detected target compound is incorrect based on the given information and the specified CRQL value in SOW. (1 point for each incorrect quantitation limit up to a maximum of 5 points) - _____ PTS
 - b. Sample is not diluted and reanalyzed when the analyte response exceeded the upper limit of the initial calibration. (5 points for each missing dilution up to a maximum of 5 points) - _____ PTS
 - c. Sample concentration or concentration units is missing for sample or blank. (1 point for each missing concentration or unit up to a maximum of 5 points) - _____ PTS
 - d. EPA defined qualifiers are missing or incorrect for sample or blank. (1 point for each missing or incorrect qualifier up to a maximum of 5 points) - _____ PTS
 - e. Percent difference between concentrations on two GC columns is missing or incorrect. (1 point for each missing percent difference up to a maximum of 5 points) - _____ PTS
 - f. Peak or retention time is missing for identified analyte for sample or blank. (1 point for each missing peak or retention time up to a maximum of 5 points) - _____ PTS
 - g. RT is out of window for identified analyte for sample or blank. (1 point for each retention time out of window up to a maximum of 5 points) - _____ PTS
 - h. Mean concentration of Toxaphene is missing or incorrect for sample or blank. (1 point for each missing or incorrect mean concentration up to a maximum of 5 points) - _____ PTS
 - i. Concentration of less than three peaks is reported for the quantitation of Toxaphene. (1 point for each concentration that was reported with less than three peaks up to a maximum of 5 points) - _____ PTS

- j. GC/MS confirmation was required but not performed.
(5 points for each missing GC/MS confirmation up to a maximum of 5 points) - _____ PTS
4. Instrument Performance Check - _____ PT
S
- a. Analyte, retention time, or percent resolution is missing for pesticide resolution check mixture.
(1 point for each missing analyte, retention time, or percent resolution up to a maximum of 5 points) - _____ PTS
- b. %Resolution of pairs of analytes in the resolution check mixture is less than 60%.
(5 points for each resolution check mixture with a percent resolution less than 60% up to a maximum of 5 points) - _____ PTS
5. Instrument Calibration - _____ PT
S
- a. Percent RSD of the initial calibration factors is outside the required limits for compound.
(5 points for each non-compliant initial calibration up to a maximum of 10 points) - _____ PTS
- b. Mean retention time is incorrect for pesticide single component compound and/or surrogate in the initial calibration.
(1 point for each incorrect mean retention time up to a maximum of 5 points) _____ PTS
- c. Retention time window is incorrect for pesticide single-component compound and/or surrogate in the initial calibration.
(1 point for each missing or incorrect retention time window up to a maximum of 5 points) - _____ PTS
- d. Mean calibration factor is incorrect for pesticide single component compound and/or surrogate in the initial calibration.
(1 point for each incorrect mean calibration factor up to a maximum of 5 points) - _____ PTS

- e. Percent RSD is incorrect for pesticide single component compound and/or surrogate in the initial calibration.
(1 point for each incorrect percent RSD up to a maximum of 5 points) - _____ PTS
- f. Retention time, mean retention time, or retention time window is missing for pesticide single component initial calibration standards.
(1 point for each missing retention time, mean retention time, or retention time window up to a maximum of 5 points) - _____ PTS
- g. Calibration factor, mean calibration factor, or percent RSD is missing for pesticide single component initial calibration standards.
(1 point for each missing calibration factor, mean calibration factor, or percent RSD up to a maximum of 5 points) - _____ PTS
- h. Initial calibration standards are not prepared at five concentrations for pesticide single component compound and/or surrogate.
(5 points for each missing initial calibration standard up to a maximum of 5 points) - _____ PTS
- i. Mid point concentration is not 4 times the low point concentration.
(5 points for each calibration standard analyzed at the wrong level up to a maximum of 5 points) - _____ PTS
- j. Amount, peak, retention time, retention time window, or calibration factor is missing for Toxaphene initial calibration.
(1 point for each missing Amount, peak, retention time, retention time window, or calibration factor up to a maximum of 5 points) - _____ PTS
- k. Resolution is missing for single component pesticides and/or surrogates in PEM, INDA3, INDB3, or INDC3.
(1 point for each missing resolution up to a maximum of 5 points) - _____ PTS
- l. Resolution between two adjacent peaks in PEM, INDA3, INDB3, or INDC3 is less than 90%.
(5 points for each standard with a resolution less than 90% up to a maximum of 5 points) - _____ PTS

- m. In the Resolution Check Mixture, the resolution between two adjacent peaks is less than 80% for the primary column or less than 50% for the confirmation column when one individual standard mixture (C) is used, or the resolution is less than 60% when two individual standard mixtures (A and B) are used.
(5 points for each standard with a non-compliant resolution up to a maximum of 10 points) - _____ PTS
- n. Compound name is not reported for PEM, INDA3, INDB3, INDC3, or TOXAPH3.
(1 point for each missing compound up to a maximum of 5 points) - _____ PTS
- o. Retention time is not reported or out of window for PEM, INDA3, INDB3, INDC3, or TOXAPH3.
(1 point for each missing or non-compliant retention time up to a maximum of 5 points) - _____ PTS
- p. Calculated amount or nominal amount is not reported for PEM.
(1 point for each missing calculated or nominal amount up to a maximum of 5 points) - _____ PTS
- q. Percent difference between the calculated amount and nominal amount is missing or incorrect in the PEM.
(1 point for each missing or incorrect percent difference up to a maximum of 5 points) - _____ PTS
- r. Percent difference between the calculated amount and nominal amount is less than -25.0% or greater than 25.0% for PEM.
(1 point for each non-compliant percent difference up to a maximum of 5 points) - _____ PTS
- s. Percent breakdown for DDT or Endrin is not reported or is greater than 20.0%, or the combined percent breakdown is not reported or is greater than 30.0%.
(5 points for each missing or non-compliant percent breakdown up to a maximum of 5 points) - _____ PTS
- t. Calibration factor is missing for INDA3, INDB3, INDC3, or TOXAPH3.
(1 point for each missing calibration factor up to a maximum of 5 points) - _____ PTS

- u. Percent difference between the calibration factor in INDA3, INDB3, INDC3, or TOXAPH3 and the mean calibration factor from the initial calibration is missing or incorrect.
(1 point for each missing or incorrect percent difference up to a maximum of 5 points) - _____ PTS
 - v. Percent difference between the calibration factor in INDA3, INDB3, INDC3, or TOXAPH3 and the mean calibration factor from the initial calibration is less than -20.0% or greater than 20.0%.
(1 point for each non-compliant percent difference up to a maximum of 5 points) - _____ PTS
6. Analytical Sequence - _____ PT
S
- a. Toxaphene calibration verification is not performed within 72 hours of the sample analysis in which Toxaphene was detected.
(5 points for each missing Toxaphene standard up to a maximum of 5 points) - _____ PTS
 - b. Pesticide analytical sequence does not comply with SOW specified sequence.
(1 point for each violation of the SOW-specified sequence up to a maximum of 10 points) - _____ PTS
7. Florisil Cartridge Check - _____ PT
S
- a. Compound name, spike added, spike recovered, or percent recovery is not reported for pesticide florisil cartridge check.
(1 point for each missing CAS number, spike added, spike recovered, or percent recovery up to a maximum of 5 points) - _____ PTS
 - b. Percent recovery of florisil cartridge check is incorrect.
(1 point for each incorrect percent recovery up to a maximum of 5 points) - _____ PTS
 - c. Samples are associated with a florisil cartridge that does not meet the technical acceptance criteria.
(5 points for each florisil standard that does not meet recovery requirements up to a maximum of 5 points) - _____ PTS

| | | |
|--|---------|---------|
| Total Points Deducted for Pesticides Compliance Review | - _____ | PT S |
| Total Points for Pesticides Compliance Review (Part IIID) (250 - Total Points Deducted) | ===== | PT S |

E. Aroclors Compliance Review**Possible Points = 250**

- | | | |
|---|---------|---------|
| 1. Surrogates | - _____ | PT S |
| a. Surrogate percent recovery is missing or incorrect for sample or blank. (1 point deducted for each missing or incorrect value up to a maximum of 5 points) | - _____ | PTS |
| b. Total number or surrogate recoveries outside QC limits is missing or incorrect for sample or blank. (1 point deducted for each missing or incorrect value up to a maximum of 5 points) | - _____ | PTS |
| c. Retention time for surrogates in sample, blank, or standard is missing. (1 points for each missing retention time up to a maximum of 5 points) | - _____ | PTS |
| d. Retention time for surrogates in sample, blank, or standard is outside the window and no re-analysis of the affected samples is performed. (5 points for each sample that is not re-analyzed, or blank or standard that is associated to samples that were not re-analyzed, up to a maximum of 10 points) | - _____ | PTS |
| 2. Blanks | - _____ | PT S |
| a. Associated method blank is missing. (5 points for each missing blank up to a maximum of 5 points) | - _____ | PTS |
| b. Method blank contamination exceeds the allowable limits. (5 points for each contaminated blank that is associated to samples that were not re-analyzed up to a maximum of 5 points) | - _____ | PTS |
| c. Method blank extraction type is not the same as the associated samples. (5 points for each sample with an extraction type that is different from the associated blank up to a maximum of 5 points) | - _____ | PTS |

- d. Method blank was not subjected to sulfuric acid cleanup.
(5 points for each method blank that is not subjected to sulfuric acid cleanup up to a maximum of 5 points) - _____ PTS
3. Analytical Results - _____ PT
S
- a. Quantitation limit of non-detected target compound is incorrect based on the given information and the specified CRQL value in SOW.
(1 point for each incorrect quantitation limit up to a maximum of 5 points) - _____ PTS
- b. Sample is not diluted and reanalyzed when the analyte response exceeded the upper limit of the initial calibration.
(5 points for each missing dilution up to a maximum of 5 points) - _____ PTS
- c. Sample concentration or concentration units is missing for sample or blank.
(1 point for each missing concentration or unit up to a maximum of 5 points) - _____ PTS
- d. EPA defined qualifiers are missing or incorrect for sample or blank.
(1 point for each missing or incorrect qualifier up to a maximum of 5 points) - _____ PTS
- e. Percent difference between concentrations on two GC columns is missing or incorrect.
(1 point for each missing percent difference up to a maximum of 5 points) - _____ PTS
- f. Peak or retention time is missing for identified analyte for sample or blank.
(1 point for each missing peak or retention time up to a maximum of 5 points) - _____ PTS
- g. RT is out of window for identified analyte for sample or blank.
(1 point for each retention time out of window up to a maximum of 5 points) - _____ PTS
- h. Mean concentration of an Aroclor is missing or incorrect for sample or blank.
(1 point for each missing or incorrect mean concentration up to a maximum of 10points) - _____ PTS

- i. Concentration of less than three peaks is reported for the quantitation of an Aroclor.
(1 point for each concentration that was reported with less than three peaks up to a maximum of 10 points) - _____ PTS
 - j. Sample was not subjected to sulfuric acid cleanup.
(5 points for each sample that is not subjected to sulfuric acid cleanup up to a maximum of 5 points) - _____ PTS
 - k. GC/MS confirmation was required but not performed.
(5 points for each missing GC/MS confirmation up to a maximum of 5 points) - _____ PTS
- PT
S
- 4. Instrument Calibration - _____ S
 - a. Percent RSD of the initial calibration factors exceeds 20.0% for Aroclor compound and/or surrogate.
(5 points for each non-compliant initial calibration up to a maximum of 10 points) - _____ PTS
 - b. Mean retention time is incorrect for Aroclor compound and/or surrogate in the initial calibration.
(1 point for each incorrect mean retention time up to a maximum of 5 points) - _____ PTS
 - c. Retention time window is incorrect for Aroclor compound and/or surrogate in the initial calibration.
(1 point for each missing or incorrect retention time window up to a maximum of 5 points) - _____ PTS
 - d. Mean calibration factor is incorrect for Aroclor compound and/or surrogate in the initial calibration.
(1 point for each incorrect mean calibration factor up to a maximum of 5 points) - _____ PTS
 - e. Percent RSD is incorrect for Aroclor compound and/or surrogate in the initial calibration.
(1 point for each incorrect percent RSD up to a maximum of 5 points) - _____ PTS

- f. Retention time, mean retention time, or retention time window is missing for Aroclor compound and/or surrogate in the initial calibration.
(1 point for each missing retention time, mean retention time, or retention time window up to a maximum of 5 points) - _____ PTS
- g. Calibration factor, mean calibration factor, or percent RSD is missing for Aroclor compound and/or surrogate in the initial calibration.
(1 point for each missing calibration factor, mean calibration factor, or percent RSD up to a maximum of 5 points) - _____ PTS
- h. Initial calibration standards are not prepared at five concentrations for Aroclor compound and/or surrogate.
(5 points for each missing initial calibration standard up to a maximum of 15 points) - _____ PTS
- i. Mid point concentration is not 4 times the low point concentration.
(5 points for each calibration standard analyzed at the wrong level up to a maximum of 5 points) - _____ PTS
- j. Compound name is not reported for Aroclor CS3.
(1 point for each missing compound up to a maximum of 5 points) - _____ PTS
- k. Retention time is not reported or out of window for Aroclor CS3.
(1 point for each missing or non-compliant retention time up to a maximum of 10 points) - _____ PTS
- l. Retention time window is not reported for Aroclor CS3.
(1 point for each missing retention time window up to a maximum of 10 points) - _____ PTS
- m. Calibration factor is missing for Aroclor CS3.
(1 point for each missing calibration factor up to a maximum of 10 points) - _____ PTS
- n. Percent difference between the calibration factor in Aroclor CS3 and the mean calibration factor from the initial calibration is missing or incorrect.
(1 point for each missing or incorrect percent difference up to a maximum of 10 points) - _____ PTS

- o. Percent difference between the calibration factor in opening Aroclor CS3 and the mean calibration factor from the initial calibration is less than -15.0% or greater than 15.0%.
(1 point for each non-compliant percent difference up to a maximum of 10 points) - _____ PTS
- p. Percent difference between the calibration factor in closing Aroclor CS3 and the mean calibration factor from the initial calibration is less than -50.0% or greater than 50.0%.
(1 point for each non-compliant percent difference up to a maximum of 10 points) - _____ PTS
5. Analytical Sequence - _____ PT
S
- a. Five-point calibration is not performed after an Aroclor other than 1016 or 1260 is detected.
(1 point for each missing Toxaphene standard up to a maximum of 5 points) - _____ PTS
- b. Aroclor analytical sequence does not comply with SOW specified sequence.
(1 point for each violation of the SOW-specified sequence up to a maximum of 10 points) - _____ PTS
- Total Points Deducted for Aroclors Compliance Review** - _____ PT
S
- Total Points for Aroclors Compliance Review (Part IIIE)** PT
(250 - Total Points Deducted) S

ATTACHMENT 12

PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE

ATTACHMENT 12

PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE

Note: The referenced attachment will be included in the final solicitation.

ATTACHMENT 13

MULTIMEDIA ORGANIC VERIFICATION AND CERTIFICATION FORM

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Note: The referenced attachment will be included in the final solicitation